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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT IS UNDERSTOOD that the draft rules under the Land Transfer Act, 1897, are now completed, and they may be expected to be issued very shortly.

HER MAJESTY'S judges having recommended that, for the future, the Summer Assizes for Wales shall begin on the 7th of July instead of the 29th of May, the Lord Chancellor proposes to advise the issue of an Order in Council to give effect to that recommendation before the next circuit.

MR. JUSTICE STIRLING has come to the rescue of the profession from a portion of the difficulty occasioned by the decision in *Re Tibbits' Settled Estates* (1897, 2 Ch. 149). That decision laid it down that jointures and portions charged under powers contained in a settlement constitute, together with the original settlement, a compound settlement; hence a purchaser from the tenant for life cannot safely pay his purchase-money to the trustees for the purposes of the Settled Land Acts of the original settlement, and trustees for the purposes of the Acts of the compound settlement must be appointed by the court for the purpose of receiving such purchase-money. That, at all events, has been generally understood to be the effect of the decision of Mr. Justice NORTH, although it is true that the strict question before him was as to the jurisdiction to appoint trustees of the compound settlement. We have repeatedly drawn attention to the extreme inconvenience occasioned by this decision, and we gave reasons (*ante*, p. 6) for believing that it is incorrect. We may add that (as Mr. CHALLIS has usefully pointed out in the preface to the new edition of Hood and Challis's Conveyancing and Settled Land Acts) in the Irish case of *Re Meade's Settled Estates* (1897, 1 Ir. Rep. 121), on which Mr. Justice NORTH relied as exactly in point on this question, the appointment comprised not only jointures and portions, but also pin-money, which affected the estate of the tenant for life, and brought the case within the interpretation given by the learned judge to section 4 of the Settled Land Act, 1890: consequently the Irish

case was not an authority for the doctrine that a mere charge of jointures and portions created a compound settlement. It will be seen from *Re Keck and Hart's Settlement* (reported elsewhere) that, upon a vendor and purchaser summons, Mr. Justice STIRLING has held that jointures appointed under a power in a settlement created by will do not constitute with the will a compound settlement; that, in such a case, the tenant for life could convey the land freed from the jointures, and that the trustees of the will for the purposes of the Settled Land Acts could give a good discharge for the purchase-money. So far the decision is very satisfactory, although, as we have apparently conflicting decisions of two very learned and careful judges, the practitioner, until the matter comes before the Court of Appeal, will remain in considerable embarrassment.

THE DECISION, however, leaves open the other point which was decided in *Re Tibbits' Settled Estates*—namely, that under section 4 of the Settled Land Act, 1890, a charge on the estate of the tenant for life creates a compound settlement, as to which Mr. Justice STIRLING expressed no opinion. That section provides that every instrument whereby a tenant for life, in consideration of marriage, or as part or by way of any family arrangement, not being a security for payment of money advanced, makes an assignment of or creates a charge upon his estate or interest under the settlement, is to be deemed one of the instruments creating the settlement, and not an instrument vesting in any person any right as assignee for value within the meaning or operation of section 50 of the Act of 1882. As we have before pointed out, the object of this provision is to render it unnecessary for a person entitled to pin-money, &c., charged on the life interest of the tenant for life to concur in the exercise of his statutory powers under section 50 of the Settled Land Act, 1882. It does not in any sense relate to the appointment of trustees for the purposes of the Settled Land Acts, and we have always failed to see how the phrase "one of the instruments creating the settlement" can be construed as meaning "one of the instruments creating a compound settlement." It is very much to be hoped that this question will shortly be brought before the court, and that we may be completely relieved of the inconvenience caused by the decision in *Re Tibbits' Settled Estates*.

A VERY important question as to solicitor's lien was decided by the Court of Appeal, on appeal from KEKEWICH, J., in *Re Hawkes, Ackerman* v. *Lockhart* (reported elsewhere). In that case a solicitor had an admitted lien on certain documents belonging to a deceased person named HAWKES. The executors of the deceased employed the same solicitor to take proceedings for the administration of the deceased's estate, which was insufficient to pay his debts, and an administration order was obtained. Afterwards the conduct of the action was given to a creditor; but the executors remained parties to the proceedings, and the solicitor continued to act for them. A question arose as to whether proceedings should be taken to recover a debt which was supposed to be due to the deceased, and on this question the executors desired to be advised by counsel. A case for the opinion of counsel could not be prepared without seeing certain documents upon which, as against the deceased, the solicitor had an admitted lien. KEKEWICH, J., ordered the solicitor to produce the documents at his office. This decision the Court of Appeal has now affirmed. The authorities were elaborately reviewed; but the Master of the Rolls came to the conclusion that "none of them were exactly in point, and it is necessary to consider the question on principle." He and RIGBY, L.J., decided the case on the ground that the solicitor's lien was simply a right to retain documents as against the client and persons representing him, and gave the solicitor no greater right, as between himself and third parties, to refuse production, than the client would have had if the documents had been in his own possession. The curious thing, on this view, is that in the present case the solicitor is compelled, in an administration action which was commenced by the executors of the deceased, though a creditor now has the conduct of it, to produce documents of which, *ex hypothesi*, neither the deceased nor his executors could have compelled production. VAUGHAN WILLIAMS, L.J., while "agreeing in the result," preferred to rest his judgment on the ground of a duty from the solicitor to his client. The solicitor employed in any cause, his lordship thought, when he accepted the client's retainer, impliedly agreed to waive his lien so far as production of the documents might be necessary for the purposes of the proceedings, and this implied agreement covered not only documents received by the solicitor in the suit, but those which were in his possession before its commencement. The result thus unanimously arrived at is, that—at least in "administration and representative actions," and perhaps in any action—a solicitor who has a lien must, notwithstanding, produce documents subject thereto, if required to do so by parties other than his client. This seems considerably to abridge what has commonly been supposed to be the extent of the professional privilege.

THE DUTIES and liabilities of an auditor formed an interesting topic of discussion in the House of Lords Committee on Company Law on Monday, when Mr. WHINNEY, ex-president of the Institute of Chartered Accountants, was giving his evidence. It is admitted that the functions of an auditor are not limited to a mechanical examination of the accuracy of the accounts as submitted to him by the company. He is bound to examine into the meaning of the accounts, and to ascertain that the results presented in the balance-sheet are not misleading. "His business," said LINDLEY, L.J., in *Re London and General Bank* (44 W. R. 80; 1895, 2 Ch. 673), "is to ascertain and state the true financial position of the company at the time of the audit." But he does not, as the lord justice went on to say, discharge this duty by examining the books of the company without inquiry and without taking any trouble to see that the books themselves show the company's true position. At the same time, to go behind the books and to investigate the true value of the assets entered there very soon lands the accountant in the position of valuer, and a limit must necessarily be placed upon his researches. The limit is stated in another passage from the same judgment. "An auditor is not bound to exercise more than reasonable care and skill in making inquiries and investigations." The limit is necessarily indefinite, and in practice it means that the auditor is not concerned to inquire into the accuracy of particular items of valuation unless there is some special ground for suspicion. The matter was neatly put in the committee by Lord DAVEY, when, after a discussion of the duty of the auditors to value the assets, he asked, "Is not the sounder principle this—that the auditor is bound to know everything the books tell him, to have all the suspicions that the book suggest, and to make all the inferences to which what he finds in the books would lead him?" At the same time, if this standard of perfection is set up, it is not surprising that Mr. WHINNEY, speaking for accountants generally, desires to limit their liability for any defect of duty to a specified multiple of the annual fee, and not to impose on them as a penalty the full loss which their error may impose on the company or its creditors. We are glad to see that attention was called in the committee to clause 36 of the Companies Bill, which allows of unlimited liability being placed upon the members of a company in cases where a certificate of incorporation has been obtained by fraud, misrepresentation, or mistake. In cases of fraud this may be right enough, but to apply it to cases of mistake is in conflict with the principle of limited liability and also with the spirit of the declaration at the commencement of the Bill that the certificate of incorporation is to be conclusive. The Lord Chancellor characterized the proposal as very extreme.

IT IS a well-settled rule that where a wife mortgages her property to raise money for the purposes of paying her husband's debts, she is entitled to be indemnified by the husband (*Huntingdon* v. *Huntingdon*, 2 Bro. P. C. 1), but the judgment of the Court of Appeal in *Paget* v. *Paget* (reported elsewhere) enforces the qualification that the rule is based upon the assumption that the parties intended that the wife's property should be exonerated by the husband, and where the circumstances do not justify this assumption the

wife's right of indemnity does not arise. In the latter case the wife was entitled under the will of her grandfather to a life interest in considerable property for her separate use without power of anticipation. Under a settlement made on the marriage, the husband was entitled to an annual income of £2,000, subject to its passing to the wife on his bankruptcy or attempt at alienation. In 1882 an order was made under section 39 of the Conveyancing Act, 1881, whereby the wife's life interest was mortgaged to secure the sum of £23,000, and in 1887 a similar order was made for the purpose of raising a further sum of £22,000. The money was required to enable the husband to pay debts for which he was personally liable, but which were contracted, as the Court of Appeal held, for the joint purposes of the husband and wife in order to enable them to indulge in an expensive mode of living. The orders of 1882 and 1887 were made by CHITTY, J., and they did not express that the husband was to be subject to liability to indemnify the wife, an omission which KEKEWICH, J., held to be equivalent to an exclusion of such liability. But, as we pointed out at the time (*ante*, p. 92), the omission of an express indemnity is not inconsistent with the preservation of an implied indemnity, and the Court of Appeal have held that the silence of the order of the court as to the liability of the husband does not necessarily exclude the ordinary rule. "We are not prepared," said LINDLEY, M.R., "to say, as a matter of law, that an order silent as to the wife's rights against her husband is fatal to the existence of such rights." Apart, however, from this consideration, there was sufficient in the circumstances of the case to prevent the inference that it was the intention of the parties to give the wife a right of indemnity against her husband, and on this ground the decision of KEKEWICH, J., was affirmed. One matter which influenced the Court of Appeal in arriving at this result was that, since the right of indemnity was assignable, it might in the hands of an assignee have been used against the husband and so have produced the bankruptcy which it was the object of the applications under the Conveyancing Act to avoid. But it seems to have been sufficient for the decision that the debts were substantially the joint debts of husband and wife.

AT THE annual meeting of the Law Accident Insurance Society on Wednesday, a very interesting statement was made by the chairman, Mr. RICHARD PENNINGTON, as to the prospects of insurance business under the Employers' Liability Act, 1897. It appears that according to the returns of the German state insurance system for last year, nearly 18,000,000 workpeople were interested, and 500,000 were actually benefited, the compensation paid amounting to over £3,000,000. The figures anticipated for this country are not so large, but they are large enough to shew that the Act will impose on employers a burden which it will be very dangerous for them to accept without the help of insurance. Mr. PENNINGTON adopts the statement that something like 6,000,000 of workpeople will be affected by the Act, and that since the benefits provided under the English system are considerably in excess of those provided under the German system, the sum that will be paid annually as compensation is not likely to fall far short of £1,000,000. Until the nature of the risk is better understood the terms on which it can be covered by insurance will be necessarily experimental, but the Law Accident Society has, it seems, not been slow to make preparations for the access of business which is to be expected under this head. A considerable part of Mr. PENNINGTON'S speech was devoted to the comparative advantages of mutual insurance and insurance in the regular societies, and he naturally argues in favour of the latter form of insurance. This is a matter which the employers will have to settle for themselves. The regular societies are more convenient to do business with, and their employment is purely a question of probable expense. Mutual insurance clubs involve an element of risk which the employers will or will not undertake, according as they think the rates of premium charged by the insurance societies reasonable or no. In the club the members between them have to provide for any losses which may fall upon any of them, while in ordinary insurance the loss is limited to the amount of the premiums. In marine insurance the two systems flourish side by side, and in employers' liability insurance the societies, as Mr. PENNINGTON foresees, will have to take account of the competition of mutual insurance. But if, as he says, the leading accident societies are prepared to take up the matter in a liberal spirit towards the colliery interests they will be pretty sure to get the greater share of the new business.

THE CASE of *Brownscombe* v. *Johnson*, in which the Lord Chief Justice and MATHEW, J., gave judgment on Tuesday last, adds another to the already long list of cases in which the validity of a bye-law made under section 23 of the Municipal Corporations Act, 1882, has been called in question. The bye-law in question was made by the Kent County Council, and provided that "no person shall sound or play on any musical or noisy instrument or sing in any public place or highway within fifty yards of any dwelling-house after being required by any constable or by an inmate of such house or his or her servant to desist." The main objections taken to the bye-law were, first, that it was not made an ingredient of the offence thereby created that the act should be done "to the annoyance" of some person; and secondly, that it gave a very arbitrary power to a single constable. The decisions on local bye-laws have been so diversified that it is not surprising that the learned judges differed in opinion, Lord RUSSELL C.J., upholding the bye-law, while MATHEW, J., held it to be unreasonable and bad. The validity of bye-laws as to unseemly noise has been discussed in several cases, thanks mainly to the activity of the Salvation Army, and on comparing the cases it will be found that the bye-laws on this subject which have been upheld have been of a more restricted character than that in *Brownscombe* v. *Johnson*, while those which have been condemned have been of a wider scope: the precise words here adopted by the Kent County Council seem to lie *in medio*. Thus in *Reg.* v. *Powell* (51 L. T. 92) a bye-law was upheld which forbade playing or singing in a street after being required to desist by a resident or by a constable on account of the illness of an inmate of a house, or for any reasonable cause. Here the objectionable power given to any constable was present, but his action was restricted to cases where there was reasonable cause for interference: the justices, it was held, were to decide whether there actually was reasonable cause. In *Booth* v. *Howell* (53 J. P. 678) a bye-law prohibiting the use of a noisy instrument in the street to the annoyance of any of the inhabitants was held reasonable; and *Innes* v. *Newman* (42 W. R. 573) is a very similar decision. On the other hand, where a bye-law absolutely forbade anyone (except certain military persons) to play on any musical instrument in a street on Sunday, it was held to be bad: *Johnson* v. *Mayor of Croydon* (16 Q. B. D. 708).

THE NECESSITY for words importing that the act must be done so as to cause annoyance is brought out by the two cases of *Strickland* v. *Hayes* (44 W. R. 398) and *Mantle* v. *Jordan* (1897, 1 Q. B. 248). In the former a bye-law directed against the use of obscene language and the singing of obscene songs in any street or public place or on land adjacent thereto was held bad for the want of words of such import as well as for other reasons; in the latter a bye-law directed to the same end but containing the words "to the annoyance of persons in the street" was held to be good. As to the power given to a single policeman, this was not held to invalidate the bye-law in *Reg.* v. *Powell* (*supra*), but as already observed, his power was there restricted within reasonable limits; and in *Alty* v. *Farrell* (1896, 1 Q. B. 636) (a case relating to a bye-law under a very special power in the Weights and Measures Act, 1889, and not made "for good rule and government" under the wide terms of the Municipal Corporations Act) an objection was successfully founded (amongst other grounds) on the power given to a constable to insist arbitrarily on the weighing of coal in course of delivery to a purchaser. The tendency of the courts at the present day is to uphold bye-laws made by a representative body for the government of their area of jurisdiction, and authority is on the whole in favour of the bye-law in question in *Brownscombe* v. *Johnson*. But the whole question of the limits to be imposed on this local legislation needs discussion, and it is satisfactory that an opportunity is to be given for an authoritative pronouncement on this subject by the consideration of *Kruse* v. *Johnson* (a case arising under the same Kentish bye-law

as that in *Brownscombe's case*) by a full court of the Queen's Bench Division. Apart from the questions to which we have alluded, the makers of bye-laws would be glad to hear the correct solution of the following dilemma—a bye-law must not be contrary to the ordinary law of the land; if it deals with what is already an offence by the ordinary law it will be either superfluous or *ultra vires*; if it creates a new offence it is in great danger of being held to be bad for variance with the law.

Though section 4 of the Statute of Frauds requires a guarantee to be in writing, and no action is therefore maintainable on a *verbal* guarantee, nevertheless parol evidence is admissible to prove that a guarantee in writing was in fact given, where the document itself is missing and cannot therefore be produced. Obviously, however, there is great risk in admitting such evidence, and, save under very exceptional circumstances, it ought not, we submit, to prevail. That such circumstances, however, existed in the very recent case of *Barrass* v. *Read* is indisputable. There the missing guarantee sued upon was given to secure payment of £100 damages and costs by the defendant in a libel action which, at the trial, was settled on the terms (amongst others) that such a guarantee should be given. That a guarantee of some sort had been given was admitted, but its precise terms were in controversy, and the surety moreover alleged that she had signed it in ignorance of what she was doing and of the liability thereby undertaken. On behalf of the plaintiff in the action on the guarantee, evidence was given by the defendant's counsel in the libel action, and also by the plaintiff's solicitor, whose respective statements as to the contents of the guarantee and also as to the circumstances under which it was given, substantially agreed. It was accordingly held, upon this evidence, that there must be judgment for the plaintiff on the guarantee.

SECTION 25 OF THE COMPANIES ACT, 1867.

We are glad to see that an attempt is being made to procure without further delay the repeal of section 25 of the Companies Act, 1867. Such repeal is one of the proposals of the Companies Bill introduced by the Government, but the protracted proceedings before the House of Lords Committee make it unlikely that any speedy legislation will result. The Council of the Incorporated Law Society have issued a report on the operation of the section as affected by the decision of the Court of Appeal in *Re Kharaskhoma Syndicate* (46 W. R. 37; 1897, 2 Ch. 451), and it is at their instance that the Companies Act (1867) Amendment Bill, which has for its object the repeal of the section, has just been introduced in the House of Commons by Sir John Lubbock. Within the last few days the Council have issued also a further report calling attention to the latest decisions on the section.

By the section it is enacted that "every share in any company shall be deemed and taken to have been issued and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing, and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares." The wording of this provision has often been criticized, and in particular the use of the expression "the same" is a striking instance of loose drafting; but the idea which the draftsman had in view is sufficiently clear, and, had it been properly carried out, there would have been no reason to quarrel with the section. It was intended to provide a safeguard against the issue of a company's capital in the form of paid-up shares without giving the public an opportunity of discovering that the capital or some part of it was not represented by cash payments. But the proper way of doing this would have been to require that returns of shares issued as fully or partly paid should be made to the registrar, and in default to inflict a penalty upon the officers of the company. Instead, the Legislature called for the filing of a contract, which was quite unnecessary, and in case of default visited the shareholder with a penalty measured by the full nominal value of the shares. It was a clumsy piece of legislation which has led to results of extreme injustice, and even where these results have been avoided by the courts—as in the recent cases of *Monnier (Veuve) et ses Fils* (45 W. R. 449) and *Ibbetson* v. *Ibbetson Bros. & Co. (Limited)* (*ante*, p. 340), shareholders who have acted *bonâ fide* have been placed in a position of extreme peril.

But, apart from cases where the omission to comply with the requirements of the section has arisen from oversight, there is the still more important class where the vagueness of the section has proved a trap to persons who had every desire and intention to comply with it. The section calls for the filing of "a contract duly made in writing." To secure perfect safety it was wise to assume that this referred to the original contract providing for the issue of the shares; but such contracts are often lengthy, and contain matter which there is no occasion to make public, and the practice soon became prevalent of supplementing it by a subsidiary contract providing specifically for the issue of the shares, and then filing the subsidiary contract. The technical correctness of this expedient was, however, doubtful. Assuming the second agreement to be a contract at all, it was made upon no new consideration, and the want of actual consideration was not very satisfactorily met by affixing to the agreement the seal of the company.

The question of the validity of this procedure was raised in the recent case of *Re Kharaskhoma Syndicate (Limited)* (*supra*), and its discussion resulted in a difference of opinion between Lord Justice (then Mr. Justice) Vaughan Williams and the Court of Appeal. The syndicate had entered into an arrangement with the Concessions Development Co., under which the company was to give the syndicate financial assistance and take part in its management. As remuneration for these services certain preference shares in the syndicate were to be allotted to the company, and an agreement of the 17th of August, 1892, in which the terms of the arrangement were embodied, provided that the "allotment was to be protected by a duly-registered agreement under the 25th section of the Companies Act, 1867." The contract actually filed was dated the 31st of August, 1892, and recited that by the former agreement the syndicate had "for the considerations therein mentioned" agreed to allot the shares. Vaughan Williams, J., held that since the company were, under the terms of the first contract, not bound to accept the shares until a further contract had been made, the second contract was good as a contract—that is, it was an independent contract, and he considered that the consideration was sufficiently identified by reference to the first contract, especially since the entering into the first contract was in itself a consideration for the second.

But the Court of Appeal took a stricter view of the requirements of the section. Possibly the second contract would have been enough had it stated specifically the consideration for the issue of the shares, though there would still have been the objection that it was simply a repetition of the first contract, and the safe course would have been to register the two contracts together. It was held, however, that the disclosure of the real consideration was essential in order to make such a document as would satisfy the section. "The registered document," said Lindley, L.J., "must be a contract in writing, and the thing registered must disclose the consideration, whether it is a deed or a simple contract." The court carefully abstained from saying with what particularity the consideration must be stated, but it follows from the decision that sufficient must be said to show, without reference to any unfiled document, what the consideration really is, and this effect was given to it by Kekewich, J., in *Re Maynards (Limited)* (*ante*, p. 308). There the filed agreement recited in full the price to be paid and the manner of payment, but it described the property sold as "the businesses and property" mentioned in the first part of the schedule to the principal contract, and "the leasehold hereditaments, short particulars of which" were set out in the second part of the schedule. Kekewich, J., held that this gave no real information as to the subject-matter of the purchase, and that the filed contract was insufficient.

The above decisions have naturally created a feeling of great insecurity with regard to the numerous issues of paid-up shares which have been made of recent years in reliance upon the filing of supplemental contracts, and legislation is urgently required both to remove doubts as to past transactions and to

place the matter upon a more satisfactory footing for the future. The Incorporated Law Society's Bill deals with both these points. The second clause provides that whenever any contract or other document relating to the issue of paid-up or partly paid-up shares has already been filed with the registrar with a view to complying with the requirements of section 25, "it shall be no objection to such contract or other document, so far as regards the said section, that it does not disclose or sufficiently disclose the consideration for the issue of such shares, or that it only contains a part of the contract relating to the issue of such shares, or that it does not in law constitute such a contract in writing as the said section requires."

This clause will provide against any further decisions such as those in *Re Kharaskhoma Syndicate* and *Re Maynards*, but for the future it is necessary to get rid altogether of the necessity for filing a contract, and to provide simply for a return to the registrar of such information as is really required. This the Bill does by clause 3, which is in the following terms:

"(1) Whenever, after the commencement of this Act, a company limited by shares makes an issue of shares in its capital, such company shall, within one month thereafter, send to the Registrar of Joint-Stock Companies a notice in writing, stating—

"(*a*) The number, class, and nominal amount of the shares comprised in such issue; and

"(*b*) How many of the said shares were issued on the footing that they were to be paid up in cash; and

"(*c*) How many of the said shares were issued on the footing that they were to be credited as paid up, or partly paid up, for some consideration other than cash.

"(2) If default is made in complying with the requirements of this section, every director, manager, or other officer of the company who knowingly and wilfully authorizes or permits such default, shall be liable to a penalty not exceeding five pounds for every day during which such default continues."

It is to be noticed that the above clause differs in an important point from the proposal contained in the Government Bill. Under clause 7 of that Bill the company will be bound within seven days after any allotment to make a return to the registrar stating (*inter alia*) "the number and amount of shares allotted as fully or partly paid up otherwise than in cash, and in the latter case the extent to which they are so paid up, and in either case *the consideration for which such shares have been allotted*." The Incorporated Law Society's Bill requires only a statement of the fact that the shares are issued as fully paid up and does not call for a statement of the consideration. If the Bill can be got through in this form it will be an advantage, for the statement of the consideration is sometimes a matter of difficulty, and the requirement of such statement still renders possible the contention that the consideration has not been properly set forth. The really important matter is to know whether the shares have been paid up in cash or no, and practical convenience points to the acceptance of the proposal of the Incorporated Law Society. But the form of the measure in this respect is less material than to secure in some way the repeal of section 25, and the Government will give a useful indication of their desire for the reform of company law if they secure facilities for getting this urgently-needed measure passed.

REVIEWS.

QUARTER SESSIONS.

ARCHBOLD'S PRACTICE OF THE COURT OF QUARTER SESSIONS, AND ITS CIVIL, CRIMINAL, AND APPELLATE JURISDICTION; WITH TABLES OF ALLOWANCES TO WITNESSES, COSTS OF APPEAL, PROCEDURE ON APPEALS, AND OF THE PRINCIPAL INDICTABLE OFFENCES TRIABLE AT QUARTER SESSIONS. FIFTH EDITION, THOROUGHLY REVISED AND IN MANY PARTS REWRITTEN. By Sir G. SHERSTON BAKER, Bart., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

A new edition of this standard work should prove acceptable to the profession, especially as since the publication of the last previous edition the long interval of thirteen years has elapsed, during which many important decisions have been given and enactments passed affecting the subject-matter. The editor of the present edition is to be congratulated on having reduced the bulk of the work from 1005 pages to 655 without having impaired its value or sacrificed anything of real importance. On the contrary, he has been able to strengthen the portion of the work relating to criminal procedure and to include other information of a practical character concerning those questions, whether of law or of practice, with which persons frequenting quarter sessions should make themselves acquainted. In its main features the old arrangement has been preserved. We notice, however, that what were formerly Chapters 1 and 2 have now been combined, so as to form together Chapter 1 of the new edition, and bearing the title "Of Sessions and the Commission of the Peace"; while the chapter on "The Criminal Jurisdiction of the Quarter Sessions" (Chapter 9), instead of being the last chapter of the work, as heretofore, has, very properly, been given precedence over those chapters which deal with the "Appellate Jurisdiction of Quarter Sessions." The scope of Chapter 7 (Proceedings of the Court of Quarter Sessions generally) forming Chapter 6 of the present edition, has been considerably enlarged, and now covers twenty-six pages instead of two. On the other hand, the chapter on "Civil and Administrative Jurisdiction of Quarter Sessions" (Chapter 8 of the new edition) has been reduced from 377 to 69 pages, by judicious pruning. The new edition is well up to date, both as regards the citation of statutes and cases. Amongst the former, such recent statutes as the Oaths Act, 1888, the Lunacy Act, 1890, the Summary Jurisdiction (Married Women) Act, 1895, the Larceny Act, 1896, the Quarter Sessions (London) Act, 1896, the Burglary Act, 1896, the Juries Detention Act, 1897, and the Infant Life Protection Act, 1897, are now duly noticed; while, amongst the latter, the very recent case of *Boulter* v. *Kent Justices* (46 W. R. 114; 1897, A. C. 556), overruling *Reg.* v. *Glamorganshire Justices* (1892, 1 Q. B. 621), is cited in its proper place. The following cases, however, seem to have escaped the editor's vigilance—namely, *Reg.* v. *Burton*, *Ex parte Young* (46 W. R. 127; 1897, 2 Q. B. 468), *King* v. *Reg.* (61 J. P. 663), and *Suffolk County Lunatic Asylum* v. *Stow Union* (45 W. R. 620). The appendices (three in number) comprise certain matters of practical importance, such as tables of allowances to witnesses and of the principal indictable offences triable at quarter sessions, together with skeleton bills of cost on appeal and some forms of indictment. An index of forty-eight pages, containing a variety of suggestive titles, concludes the work.

COMMON LAW.

A MANUAL OF COMMON LAW FOR PRACTITIONERS AND STUDENTS, COMPRISING THE FUNDAMENTAL PRINCIPLES, WITH USEFUL PRACTICAL RULES AND DECISIONS. By JOSIAH W. SMITH, B.C.L., Q.C. ELEVENTH EDITION. By CUTHBERT SPURLING, Barrister-at-Law. Stevens & Sons (Limited).

This work has long been a favourite text-book with law students, to whom it still primarily appeals. Founded upon a number of standard works, it comprises a great deal of information, specially valuable to students preparing for examinations, or endeavouring to fit themselves for either branch of the profession. In the present edition the somewhat elaborate arrangement of the contents of the work previously adopted has been abandoned in favour of a more simple one. That is to say, the various topics are now dealt with under the two great divisions of Torts and Contracts. There are altogether three parts, each of which is sub-divided into appropriate titles, while nearly each title comprises two or more chapters.

The subjects of Guardian and Ward, Parent and Child, Divorce, and the old forms of action, are, in the present edition, kept within narrow limits. On the other hand, numerous additions to the work have been found necessary, especially in connection with the law of torts. We notice, too, that the chapter on Sale of Goods, which embodies the provisions of the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71), has been entirely rewritten, while a new chapter on Corporations has been added, and the chapter on Evidence has been enlarged. Many new statutes and cases concerning the various topics dealt with have been inserted, though we do not find any reference made to the following recent cases—namely, *Pearce* v. *Gardner* (45 W. R. 518; 1897, 1 Q. B. 688 C. A.); *Plant* v. *Bourne* (1897, 2 Ch. 281 C. A.); *Re Macdonald*, *Dick* v. *Fraser* (45 W. R. 628; 1897, 2 Ch. 181), *Bank of Australasia* v. *Palmer* (1897, A. C. 540), *Simpson* v. *Hughes* (45 W. R. 221). At p. 394 of the work, the editor cites section 4 of the Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97), as though it were still operative, whereas it has been repealed by the Partnership Act, 1890 (53 & 54 Vict. c. 39), and is now replaced by section 18 of the last-named Act. In a work mainly intended for students (as this is) such errors should be avoided. Speaking generally, however, the editor has exhibited great care and discernment in the accomplishment of his task.

There is only one appendix we are glad to observe, which consists of two statutes—namely, the Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), and the Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37). An index of over fifty pages has been added, giving

ready access to the contents of the volume. We think it would be a decided improvement to substitute a table of statutes, prefixed to the text, for the long title, "Statutes Referred to," now contained in the index.

BOOKS RECEIVED.

Outlines of the Law of Torts. By RICHARD RINGWOOD, Esq., M.A., Barrister-at-Law. Third Edition. Stevens & Haynes.

The Law Relating to Electric Lighting. By JOHN SHIRESS WILL, Q.C. Butterworth & Co.

The Law and Practice Relating to Workmen's Compensation and Employers' Liability, being a Practical Guide to the Employers' Liability Act, 1880, the Workmen's Compensation Act, 1897, the Material Sections of the Factory and Workshop Acts, 1878 to 1895, and Lord Campbell's Act. By W. ELLIS HILL, M.A., Barrister-at-Law. Waterlow & Sons (Limited).

Gibson and Weldon's Student's Statute Law, being Specially Intended for the Use of Candidates at the Final and Honours Examinations of the Law Society. Third Edition. By the Authors. The "Law Notes" Publishing Offices.

The Judicial Trustees Act, 1896 (59 & 60 Vict. c. 35), and the Rules Made Thereunder. A Short Explanatory and Critical Handbook for Professional and other Readers. By a Solicitor. Effingham Wilson. Price 2s. 6d.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY AND LEGAL EDUCATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The Lord Chief Justice is reported to have said at Birmingham, at the annual dinner of the Birmingham Law Students' Society, in speaking of legal education, "In London at one time the Incorporated Law Society had a number of lecturers who had classes, more or less considerably attended, and periodical examinations in relation to the teaching of those classes. All that was done away with, and absolutely the education which led up to the final examination of those who desired to become solicitors of the Supreme Court was, as regarded London, and in the main the rest of the country, carried on by a system of cramming, and not by a system of liberal and enlightened study, instruction, and education."

The lectures referred to were many years ago well attended, but the attendance fell off almost to vanishing point, and the Council naturally thought it a waste of money to continue the old system. Accordingly the present system was adopted as a tentative measure.

It is not, as is suggested in the Lord Chief Justice's speech, "a system of cramming." It was intended to be (to use his lordship's expression) "a system of liberal and enlightened study, instruction, and education." The idea was that as soon as a young man was articled he should, with the assistance of a tutor, commence a regular course of reading, and that he should be questioned at short intervals on what he had read, and that he should be prepared, without any cramming, for the examinations he has to pass.

One circumstance which retards the progress of the experiment is that many men will not read until compelled to do so, and the assistance of the professional "coach" is invoked at the last moment.

Another difficulty is that the largest number of men entering the solicitor branch of the legal profession are articled in the country, and they cannot during the whole of their articles attend classes in London. The Council have endeavoured to supply their wants by a system of postal instruction, which a most eminent instructor at one of our universities adopted with success, and I have a strong conviction that if articled clerks would avail themselves of this opportunity of being taught, then with the knowledge they should acquire in the office they would become really educated solicitors, and would pass their examinations without having recourse to the pernicious system of cramming.

R. PENNINGTON.

64, Lincoln's-inn-fields, London, W.C., March 29.

A clever piece of mensural cross-examination was effected at a Parliamentary committee on Tuesday, says the *Daily Telegraph*, by the Duke of Richmond and Gordon, who is presiding over an inquiry respecting a Bill. One of the counsel engaged was Mr. Lewis Coward, who is exceedingly tall in stature. His exact height has hitherto been a subject of much speculation in committee rooms, and many bets have been made respecting it. During an interval in the proceedings, when the official reporter was not on duty, the venerable chairman, having apparently made an effort to take the learned counsel's measure with his eye, and being, perhaps, anxious to know how nearly he had hit the mark, observed, in almost apologetic tones, "Mr. Coward, may I ask you how tall you are?" "Six feet six, your Grace," promptly replied the counsel. "In your boots?" further inquired the Duke. "No, your Grace," was the answer, "out of my boots."

CASES OF THE WEEK.

Court of Appeal.

PAGET v. PAGET. No. 2. 22nd and 25th February; 1st and 24th March.

MARRIED WOMAN—SEPARATE PROPERTY—RESTRAINT ON ANTICIPATION—REMOVAL OF RESTRAINT—CHARGE FOR PAYMENTS OF HUSBAND'S DEBTS—WIFE'S RIGHT TO BE INDEMNIFIED BY HUSBAND, WHERE NO SUCH RIGHT EXPRESSLY RESERVED—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 39.

This was an appeal by Mrs. Paget, the plaintiff in the action, from a decision of Kekewich, J. (reported *ante*, p. 67, and 46 W. R. 232). At the date of her marriage with the defendant, in January, 1877, the plaintiff was entitled, under the will of her grandfather, to receive for her sole and separate use, and without power of anticipation, the net residue of the annual income of a moiety of certain freehold land consisting of warehouse property in Manchester, and of a sum of £100,000. The settlement made on the marriage secured to the defendant an annual income of £2,000 out of the property brought into settlement by the plaintiff. The defendant and the plaintiff lived extravagantly and got into debt, and it became necessary to raise large sums of money to avert bankruptcy proceedings against the defendant. Application under section 39 of the Conveyancing and Law of Property Act, 1881, was accordingly made to the Court; and two orders, dated respectively 28th June, 1882, and the 11th of August, 1887, were made by Chitty, J., whereby it was ordered that the plaintiff's life interest under her grandfather's will should, notwithstanding the restraint on anticipation, be charged for the purpose of raising two sums of £23,000 and £22,000. These sums were expended in freeing the defendant of debt. Afterwards the defendant and the plaintiff separated, and ever since May, 1893, they had been living apart. In the present action, the plaintiff, who sued in respect of her separate estate, claimed a declaration that the defendant was liable to indemnify her against the two mortgages for the sums of £23,000 and £22,000 already mentioned. Kekewich, J., proceeding to a great extent upon the fact that the orders of the 28th of June, 1882, and the 11th of August, 1887, did not reserve to the plaintiff any such right of indemnity, dismissed the action, but without costs. The plaintiff appealed, and the reserved judgment of the Court of Appeal was delivered on the 24th of March.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.), dismissed the appeal.

LINDLEY, M.R., read the judgment of the Court as follows: This is an appeal by the plaintiff, Mrs. Paget, against a judgment of Mr. Justice Kekewich dismissing an action brought by her against the defendant, her husband. The object of the action was to obtain a declaration that the plaintiff's husband was liable to indemnify her against two charges for £23,000 and £22,000 created by her on her separate property for the payment of his debts. The case is reported in (1898) 1 Ch., 47. The material facts are there set out, and it is unnecessary to repeat them at length here. It is sufficient to state that Mr. and Mrs. Paget were married in January, 1877. The husband was entitled to some reversionary property. His interest in this property was settled on the marriage, but this property produced no income to him. The wife was a lady of fortune, and the bulk of her property was settled on her for her life for her separate use without power of anticipation. The sum of £2,000 a-year derived from her property was, however, settled on her husband for life, but so that if he attempted to alienate it, or if he became bankrupt, this annuity became payable to his wife. The other provisions of the settlement need not be referred to. The husband and wife moved in good society and, large as their income was, they lived far beyond it. So recklessly extravagant were they that five years after their marriage £13,000 was sorely needed to relieve them from the pressure of debts for which the husband was legally liable, but which debts had been contracted to defray the expenses of the extravagant mode of living which they both apparently enjoyed. It is impossible, in our opinion, to read the evidence in the case without coming to the above conclusion. The affidavits filed in support of the plaintiff's application in June, 1882, for the order to which we will refer presently, leave no doubt, in our minds, that these debts had been contracted not for the purposes of the husband with which the wife had little to do, but in order to enable them both to live in the style they both thought suitable and perhaps necessary to enable them to maintain and enjoy that high social position which they both so greatly desired. We attach more importance to what the wife said in these affidavits than we do to what she said some fifteen years later when examined in this action and when she was endeavouring to support her present claim. In the affidavits sworn by her and her solicitor in 1882 there is nothing to lead to the inference that any of the debts which then had to be met were incurred by her husband for purposes of his own as distinguished from the purposes of himself and his wife as already stated. In her affidavit of June, 1882, the plaintiff referred to the debts as contracted by her husband and herself as "our debts." It is true she said that until 1880 her attention was not called to the fact that she and her husband were getting into difficulties; but her affidavit shows that after she knew of those difficulties all that she really cared about was to increase the net income of herself and her husband, and to maintain their position in society. Her solicitor's affidavit leads to the same conclusion. On June 28th, 1882, the plaintiff applied for and obtained an order under section 39 of the Conveyancing Act, 1881, enabling her to mortgage her life interest to secure £23,000 and interest and the premiums of a policy on her life. We do not think it necessary to refer in detail to the arrangements made for raising this sum, nor to its application when raised. It is sufficient to say that the money was raised as authorised by the order, and, except as to £3,600, was applied

in paying the debts intended to be paid off by its means. The £3,600 not so applied was misappropriated by the solicitor who raised the money. Five years afterwards another sum of £22,000 was wanted for similar purposes. Another application was made to the Court, supported by further affidavits by the plaintiff and her then solicitor, and on August 11th, 1887, another order was made enabling the plaintiff to mortgage her life interest for £22,000 and interest, and for the premiums on another policy. This sum was accordingly raised, and applied as authorised by the order. The plaintiff's affidavit, filed on this occasion—July 28th, 1887—referred to what had been done in 1882, and to the misappropriation of £3,600, and to the fact that debts had been contracted to pay off the creditors who ought to have been paid off with that sum, and to the impossibility of avoiding bankruptcy and loss of social position if the arrangements then contemplated were not carried out. The plaintiff stated her desire to raise this sum of £22,000, and she spoke of the debts as "our debts" as she had done in 1882. She represented the debts to be hers quite as much as her husband's, and she treated his income and hers as one which it was desirable to maintain as far as possible. These transactions of 1882 and 1887 having been completed, the question arises whether Mrs. Paget is entitled to be indemnified by her husband against these sums of £23,000 and £22,000 when called in, and in the meantime against the interest and premiums charged on her life interest by the above orders. The fact that the plaintiff and her husband were separated in 1893 explains how this controversy has arisen, but does not, in our opinion, affect the question of law which has to be considered. The plaintiff's rights, whatever they are, were not created in 1893, but arose in 1882 and 1887, although she might not care to enforce them whilst she and her husband lived happily together. What, then, were her rights in 1882 and 1887? In this action she has given evidence and has stated that nothing was ever said about her giving anything to her husband, that he managed all her affairs, and she did not understand them and did not want to do so; that in making her former affidavit in 1882 she ought not to have used such expressions as "our debts" and "my debts"; that she herself was not living beyond her income; that some of the debts which had to be paid were not for money spent for her and her husband's joint benefit. But when pressed on this point it seems tolerably plain that there is no reason for saying that the statement contained in her affidavit of 1882 did not disclose the true state of things, and ought not now to be believed, although she evidently wishes to minimise the effect of it. What she now says, however, is that all she knew was that her husband was in danger of being made bankrupt, and that she wished to save him from such a disaster. Her attempt to dissociate herself from her husband's racing debts was not successful. As regards the transaction of 1887, she admitted that the financial situation which needed treatment then was very much the same as in 1882, and arose from the same cause. She also stated that in 1887 her husband was in America, and that Chitty, J., who made both orders, saw her in his private room, and was told by her how these new difficulties had arisen, what the debts were, what the money was wanted for, and so on. The learned Judge was, no doubt, greatly influenced on both occasions by her own statements as to her own indebtedness. Bearing in mind this evidence, we have to consider the effect in equity of the transactions in 1882 and 1887, to which we have alluded. The authorities bearing on the subject, beginning with *Huntingdon* v. *Huntingdon* (2 Wh. and Tud., 915), and coming down to *Hudson* v. *Carmichael* (Kay, 613), show that if a married woman charges her property with money for the purpose of paying her husband's debts, and the money raised by her is so applied, she is *prima facie* regarded in equity, and as between herself and him, as lending him and not giving him the money raised on her property, and as entitled to have her property exonerated by him from the charge she has created. This doctrine is purely equitable, and the authorities which establish it show that it is based on an inference to be drawn from the circumstances of each particular case; the *prima facie* inference being in such a case as that supposed that both parties intended that the wife's assistance should be limited to the necessity of the case, and should not go beyond such necessity. But even where the wife charges her property with money to pay her husband's debts incurred without reference to her, there may be circumstances which prevent any inference from arising in her favour. Thus, if a settlement is made by the husband on his wife at the time she charges her estate he is regarded as purchasing her assistance; and the inference that the parties intended that the wife's property should be exonerated by the husband does not arise (see *Lewis* v. *Nangle*, Amb., 150). *Clinton* v. *Hooper* (1 Ves. J., 173, and 3 Bro. C.C., 201) is the leading authority to show that the doctrine in question is based on an inference to be drawn in each case from all the facts of that particular case. It was long ago settled that, although under the old law a husband became liable for the anti-nuptial debts of the wife, she had no right in equity to compel him to exonerate property of hers charged with those debts, even although he had expressly covenanted to pay them; see *Lewis* v. *Nangle* (*ubi supra*) and Earl of *Kinnoull* v. *Money* (3 Sw., 202n.). This shows the importance of not confounding the wife's debts with the husband's debts when considering such cases as those to which I am alluding. To say that in all such cases there is a presumption in favour of the wife, and that it is for the husband to rebut it, is, in our opinion, to go too far and to use language calculated to mislead. The circumstances of each case must all be weighed in order to see what inference ought to be drawn; and until an inference in favour of the wife arises there is no presumption or the husband to rebut. If this is forgotten, error may creep in. The circumstances here we take to be those disclosed by the plaintiff in her affidavits, especially her representations of her own indebtedness, as well as of her husband's; and we will add to these her recent statement that nothing was ever said about giving anything to her husband. Neither was anything said about lending him anything. She had a large income, and, although restrained from anticipation, she might have accrued income in respect of which she could contract debts. There is no reason to suppose that she had no debts and could contract none. She represented herself as pressed by her creditors, and we see no reason to doubt the truth of her statements. The plaintiff was as extravagant and reckless as her husband, and was quite as desirous as he of maintaining her position in society. This object, so dear to both of them, might have been entirely frustrated if she had the right against him which she now asserts. That right would, in point of law, have been her separate estate, and she might under pressure have assigned it, and her assignee might have enforced it against her husband whether she liked it or not. She had plenty of debts enforceable against any separate estate she had or might have, besides income which she could not anticipate. Those circumstances, and the peculiar position of her husband with respect to his £2,000 a year, lead us to the conclusion that no inference ought in this case to be drawn in her favour of any right to be indemnified by her husband. This conclusion is arrived at apart from the orders of the Court to which Kekewich, J., attached so much importance, and the effect of which we will now consider. They are based on section 39 of the Conveyancing Act, 1881. [His Lordship read it and continued.] Unless the wording of the section is attended to, there is danger of regarding the section as merely authorising the Court to remove the restraint against alienation which is so frequently imposed on married women when property is settled on them for their separate use. But it is to be observed that what binds the estate of a married woman is not what she does when the restraint is removed, but the order made by the Court. The language of the section is that the Court may, by judgment or order, bind her interest. The Court is empowered to do this where it appears to the Court for her benefit so to do, and with her consent. A question at once arises whether the doctrine which is applicable to charges created by a wife to pay her husband's debts is to be applied to charges created not by her, but by an order of the Court. The learned Judge in the Court below has held that the doctrine in question has no application to such a case, and that where orders are obtained under that section charging her property with money to be applied in paying her husband's debts the order should show on the face of it that her husband is to be liable to indemnify her if he is to be under any such liability. It certainly might be convenient if such orders were so drawn as to show what was intended in this respect. But these orders are usually made without hearing the husband, and we are not prepared to say, as a matter of law, that an order silent as to the wife's rights against her husband is fatal to the existence of such rights. The circumstances under which the order was made might show that a right on her part to be indemnified by her husband ought to be inferred, although the order did not allude to it. The absence of all allusion to such right is, however, a circumstance to be considered, and in this particular case the form of the orders of 1882 and 1887 tells against the plaintiff when regard is had to the statements made by her in order to obtain them. It was urged that it could not be for her benefit that she should be deprived of her right to indemnity, but the force of this observation depends on the tacit assumption that she had the right. The question comes back to the proper inference to be drawn from all the facts, including the orders themselves. And bearing in mind that the plaintiff's paramount object was to save her and her husband's joint income, and thus, as far as possible, to preserve her and his position in society, and that this object might have been defeated if she reserved a right to be indemnified by him, the proper inference to be drawn is, in our opinion, adverse to the evidence of such right. In our opinion, therefore, the appeal fails, and must be dismissed with costs.—COUNSEL, *Renshaw*, Q.C., and *A. à Beckett Terrell; Cozens-Hardy*, Q.C., *Warrington*, Q.C., and *John Henderson*. SOLICITORS, *Leman & Co.*; *Dawes & Sons*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.

High Court—Chancery Division.

Re **GIBBS, THORNE** *v.* **GIBBS.** Stirling, J. 24th March.

REVENUE—SETTLEMENT ESTATE DUTY—INCIDENCE—FINANCE ACT, 1896 (59 & 60 VICT. c. 28), WHETHER RETROSPECTIVE.

This case raised a question as to whether the settlement estate duty imposed by the Finance Act of 1894 was, in the case of property settled by the will of a person who died after the commencement of the Finance Act, 1894, but before the commencement of the Finance Act, 1896, payable out of the settled property or out of the general residue of the testator's estate. The question arose under the following circumstances. By section 5 of the Act of 1894 it is enacted (1) that where property in respect of which estate duty is leviable is settled by the will of the deceased, or, having been settled by some other disposition, passes under that disposition on the death of the deceased to some person not competent to dispose of the property, a further estate duty (called settlement estate duty) on the principal value of the settled property shall be levied. By section 22 (1) (*a*) of the same Act the expressions "deceased person" and "the deceased" mean a person dying after the commencement of that part of that Act. The said sections 5 and 22 are both comprised in Part I. of the Act of 1894, and by section 24 of the same Act the 1st of August, 1894, was defined as the commencement of Part I. of that Act. On the 26th of March, 1896, it was decided by North, J., in *Re Webber* (44 W. R. 489; 1896, 1 Ch. 914) that in the case of a testator who died on the 7th of March, 1895, the settlement estate duty payable in respect of personal property settled by the will of the testator ought to be borne and paid out of the general residue of his estate and not out of the settled property. On the 7th of August, 1896, the Finance Act, 1896, was passed. Part IV. of such Act comprises sections 14 to 24, both inclusive; and by section 19 it is enacted (1) that the settlement estate duty leviable in respect of a legacy or other personal property settled by the will of the deceased shall (unless the will contains

an express provision to the contrary) be payable out of the settled legacy or property in exoneration of the rest of the deceased's estate; by section 24 (1) "unless the context otherwise requires (*a*) this part of this Act shall come into operation on the 1st day of July, 1896, which day is in this part of this Act referred to as the commencement of this part of this Act; and (*b*) the expression 'deceased person' means a person dying after the commencement of this part of this Act." By section 39 of the same Act it is enacted that ". . . Part IV. of this Act shall be construed together with Part I. of the Finance Act, 1894." The above-named testator Gibbs died on the 31st of May, 1896 (that is to say, before the date fixed for the commencement of the Act of 1896), having by his will disposed of part of his personal estate upon trusts constituting a settlement within the meaning of the Act of 1894, and having bequeathed the residue of his personal estate in shares to a charity and to certain persons. The trustees had paid the estate duty payable in respect of the settled personalty out of the residuary estate. The action was brought to administer the trusts of the will, and upon the further consideration of the action, the point was taken on behalf of the persons entitled to the residue, that the trustees ought to have paid the above-mentioned settlement estate duty out of the settled funds, and not out of the residue, the contention being that the effect of the wording of the Act of 1896 was that it was retrospective in effect and abrogated the decision in *Re Webber*.

STIRLING, J., held that the rule laid down in *Re Webber* was binding on him, and applied to the present case, the testator having died before the commencement of the Act of 1896; and that the trustees had properly paid the duty in question out of the residue.—COUNSEL, *Buckley*, Q.C., and *Medd*; *Upjohn*, Q.C., and *Rashleigh*; *Sir R. E. Webster*, A.G., and *Ingle Joyce*; *Grosvenor Woods*, Q.C., and *R. J. Parker*. SOLICITORS, *Simpson & Co.*; *Smiles & Co.*; *Treasury Solicitor*.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

Re **KECK AND HART'S CONTRACT AND THE VENDOR AND PURCHASER ACT, 1874.** Stirling, J. 23rd March.

SETTLED LAND—COMPOUND SETTLEMENT—JOINTURE DEEDS—APPOINTMENT OF TRUSTEES OF THE COMPOUND SETTLEMENT FOR THE PURPOSES OF THE SETTLED LAND ACT—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 2 (1), 20 (1) (2) (i.) (ii.) (iii.).

This was a summons taken out by a vendor under the Vendor and Purchaser Act, 1874, asking for a declaration that a requisition by the purchaser had been sufficiently answered. The facts were as follow: By a will certain real estate stood limited to legal uses in favour of Henry Littelton Powys Keck for life, with remainder to Harry Leycester Powys Keck for life, with remainder to his sons in tail male, with remainder to Charles Powys Keck during life, with remainder to his sons in tail male, with remainder to Thomas Powys Keck for life, with remainders over. Henry Littelton and Charles Powys Keck were dead; Harry Leycester Powis Keck and Thomas Powys Keck were still living. Henry Littelton Powys Keck, Harry Leycester Powys Keck, and Thomas Powys Keck had all executed jointure deeds under a power for that purpose contained in the will. In 1897 Harry Leycester Powis Keck entered into a contract with Sir Isaac Hart to sell, as tenant for life, a portion of the estates devised by the will. The vendor required trustees to be appointed for the purposes of the Settled Land Acts of the will and all three jointure deeds, on the ground that they formed together a compound settlement. The vendor took out the present summons.

STIRLING, J.—In the present case the purchaser has taken the objection that although there are existing trustees of the will for the purposes of the Settled Land Acts, it is necessary that they should be appointed trustees of the compound settlement created by the will and the three jointure deeds. The ground for the objection is to be found in the cases of *Re Meade's Settled Estates* (1897, 1 Ir. Rep. 121) and *Re Tibbits' Settled Estates* (1897, 2 Ch. 149). Now certainly in *Re Tibbits* and possibly in *Re Meade*, a question arose which I have not to consider. In *Re Tibbits* there were four deeds which created a charge on the interest of the tenant for life, and North, J., was of opinion that having regard to section 4 of the Settled Land Act, 1890, he had power to appoint trustees of the compound settlement arising from the original settlement and those four deeds. Possibly that was also the point in *Re Meade's Settled Estates*. But here I have nothing to do with any charge on the estate of the tenant for life, nor have I to consider whether under section 38 of the Settled Land Act, 1882, there is or is not jurisdiction to appoint trustees of the so-called compound settlement. The question is whether the tenant for life can make a good title to a purchaser without having trustees so appointed. There is no decision exactly in point, and it seems to me I must go to the Act itself. Now, here we have a will which constitutes a settlement within the definition contained in section 2 (1), and the vendor is a tenant for life under that settlement. Then under section 20 (1) he can convey the land for the estate or interest which is the subject of the settlement—that is, in the present case, for the fee simple. By section 20 (2) he can convey the land discharged from all the limitations, powers, and provisions of the settlement, and from all estates and interests subsisting or to arise thereunder. Can the tenant for life convey the land freed from the jointures? It seems to me that he can, and I am confirmed in this view when I examine the exceptions set forth in section 20 (2) (i.) (ii.) (iii.). It seems to me that under section 20 the tenant for life can make a good title, and it equally follows that the trustees of the will may give a good discharge to the purchaser for the purchase-money. It seems to me that under those circumstances the vendor has made a good title, and I ought to declare that the requisition need not be answered.—COUNSEL, *Buckley*, Q.C., and *Hewitt*; *Sampson*. SOLICITORS, *Preston, Stow, & Preston*, for *R. W. Berridge & Sons*, Leicester; *Field, Roscoe, & Co.*, for *Storey*, Leicester.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Queen's Bench Division.

GAGE *v.* BRAELEY. Div. Court. 26th March.

METROPOLIS—STREETS—PRINT DISTRIBUTED BY WAY OF ADVERTISEMENT—METROPOLITAN STREETS ACT, 1867 (30 & 31 VICT. c. 134), s. 9.

This was a case stated by an alderman of the City of London, and involved a question under section 9 of the Metropolitan Streets Act, 1867. That section provides as follows: "No picture, print, board, placard, or notice, except in such form and manner as may be approved of by the Commissioner of Police, shall by way of advertisement be carried or distributed in any street within the general limits of this Act by any person riding in any vehicle or on horseback or on foot. Any person doing any act in contravention of this section shall be liable for each offence to a penalty not exceeding 10s. This section shall not apply to the sale of newspapers." The appellant was a lad in the employment of the proprietors of the *Financial Times*. An information was laid against the appellant for distributing, on the 19th of November, 1897, certain prints by way of advertisement contrary to the section above set out. The appellant on the day in question stood opposite the entrance to the Stock Exchange in Throgmorton-street, and distributed the prints gratuitously to persons passing in and out of the Stock Exchange. He was told by the respondent that he must obtain the leave of the Commissioner of Police. He thereupon moved to a different part of the street, and distributed the prints indiscriminately. The prints contained certain items of news from South Africa. Evidence was tendered by the appellant, but rejected by the alderman, that, after the *Financial Times* of the 19th of November, 1897, was printed and issued, certain news arrived from South Africa, and that, it being too late to insert the news in the newspaper, the proprietors had it printed on a separate sheet, and distributed in the manner described. The alderman found that the print was distributed with the object of advertising the *Financial Times* newspaper, and that it was not itself a newspaper. He found also that the print had not been approved of by the Commissioner of Police. He convicted the appellant.

THE COURT (WRIGHT and DARLING, JJ.) allowed the appeal on the ground that the print was a publication of news, and was not in itself an advertisement. They said that it would be wrong to hold that merely because the object of distributing a print was to advertise a newspaper, that the print itself was a print carried or distributed by way of advertisement within the meaning of section 9. The words "by way of advertisement" implied that the thing itself was an advertisement, and not that it was used for the purpose of advertising.—COUNSEL, *Danckwerts* and *Spensley*; *W. H. Leycester*. SOLICITORS, *J. E. Lickfold*; *The City Solicitor*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

REG. *v.* ROBINSON AND ANOTHER, JUSTICES, AND KIRKHAM. Div. Court. 28th March.

BASTARDY ORDER—APPLICATION FOR SUMMONS—THREE APPLICATIONS TO DIFFERENT MAGISTRATES—TIME—35 & 36 VICT. c. 65, s. 3.

In this case a rule *nisi* had been obtained calling upon the justices of Staffordshire to show cause why an order of the justices dated the 29th of December, 1897, by which H. Corbishley was adjudged to be the putative father of the illegitimate child of Annie Kirkham, and was ordered to pay 3s. a week towards the maintenance of the child, should not be quashed. The facts were as follows: The child was born on the 9th of September, 1896. On the 10th of October, 1896, the mother made an application to a magistrate for a summons for a bastardy order against Corbishley. The summons was issued and came on for hearing on the 21st of October, when no order was made, there being no proof of service. On the 21st of October, 1896, further applications were made to three separate magistrates, Robinson, Philips, and Brierly, but no summonses were then issued owing to the difficulty of effecting service. On the 28th of July, 1897, a summons was issued based on the application to the magistrate Brierly. This summons was served on the defendant, and the hearing took place on the 3rd of November, 1897, when the justices disagreed as to whether there was any corroboration of the woman's evidence. The chairman stated that the summons was not dismissed on its merits, and the applicant was told that if she could bring further evidence she might apply again. On the 10th of November the applicant applied to the magistrate Robinson for a further summons, which was issued returnable on the 17th of November, but no proof of service being given, no order was made. On the 17th of November a fresh summons was issued by Robinson which recited that it was based on the application of the 21st of October, 1896. This summons was heard on the 29th of December, 1897, when the order now sought to be quashed was made. By 35 & 36 Vict. c. 65, s. 3, an application for a summons for a bastardy order must be made within twelve months of the birth of the child. If the application is made within the twelve months, the summons may be issued and an order made after the twelve months (see *Reg.* v. *Justices of Lancashire*, 38 J. P. 215).

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and MATHEW, J.) discharged the rule.

Lord RUSSELL OF KILLOWEN, C.J., said that the case in support of the order was put in two ways. First, it was said that what took place at the hearing, on the 3rd of November, of the summons issued in July was not a definite determination of that application, and that the case came within the principle of *Reg.* v. *Justices of Lancashire* (*ubi supra*), but his lordship felt bound to give effect to the decisions of *Reg.* v. *Thomas* (8 L. T. 460) and *Staples* v. *Staples* (41 L. T. 347), in which a distinction was drawn between a case in which there had been a hearing on the facts, and a case which had been dismissed without being heard on the preliminary ground

that the summons was bad in form. This case did not come within *Reg.* v. *Justices of Lancashire*, in which case the summons was wrong in form, and the justices, instead of amending it as they might have done, dismissed it, but it was held that that was not such a hearing as would exhaust the original application. The present case was governed by *Staples* v. *Staples*, and the last summons taken out could not be regarded as a continuation of the July summons, but as a fresh summons. That being so, it must be founded on an application made within the twelve months. As to that, it was contended that of the three applications made on the 21st of October, 1896, there was on the 17th of November, 1897, one still remaining unexhausted. That depended on whether those three applications could be regarded as three separate applications for all purposes, for if they were to be regarded as only one, then they were exhausted by the summons granted on the 28th of July. His lordship was of opinion that these three applications must be treated as one, except for the sole purpose of enabling the applicant, in case one magistrate was unable owing to death or other causes to issue a summons, to obtain the summons from one of the other magistrates to whom application had been made. For all other purposes they were merely duplicates, and if one application was used the others were exhausted. In this case, after the summons of the 28th of July had been issued, there did not remain any application made within the twelve months, on which a fresh summons could be based, and therefore the order made on the summons of the 17th of November must be quashed.

MATHEW, J., concurred.—COUNSEL, *Montague Lush; Hume Williams.* SOLICITORS, *Chester & Co; Everitt & Hodgkinson.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

ROGERS *v.* **HAWKEN.** Div. Court. 29th March.

CRIMINAL LAW—STATEMENT BY ACCUSED—ADMISSIBILITY OF EVIDENCE.

This was a special case stated by justices for the borough of the South-end-on-Sea. An information was preferred at a petty sessional court against the respondent by the appellant, who was an inspector of the Society for the Prevention of Cruelty to Animals, charging the respondent with cruelty to a mare by causing the same to be worked while in an unfit state on the 15th of October, 1897, contrary to 12 & 13 Vict. c. 92, s. 2. The only witness called was the appellant, who, having given evidence as to the condition of the animal on the day in question, tendered evidence as to the guilty knowledge of the respondent, consisting of admissions made by him to the appellant. The evidence tendered was as follows: "I saw the defendant. I was in uniform. I said to him, 'Is it true that your carman told the police you sent the animal out and knew it was lame,' to which the defendant replied, 'Yes, I sent Yost out with it.' I had said nothing whatever to the defendant as to the likelihood of proceedings." It appeared that a police-sergeant had stopped the respondent's man Yost on the 19th of October, when driving the mare, and to him Yost had, in the absence of the respondent, made a statement implicating his master, the respondent. The police-sergeant was with the appellant on the 20th of October, when the appellant without any warning or caution confronted the respondent with the statement made by Yost, by means of direct questions; the replies thereto involved the whole issue against the respondent, and at the hearing constituted the whole case against him. The justices found as a fact that the respondent's admissions were not voluntary, and held them inadmissible; and as there was no other evidence against the respondent they dismissed the information.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and MATHEW, J.), allowed the appeal.

Lord RUSSELL OF KILLOWEN, C.J., said that the observations of Cave, J., in *Reg.* v. *Male* (17 Cox C. C. 689), although perfectly justifiable in the circumstances of that case, could not be regarded as laying down the general proposition that statements of the accused made in answer to the questions of a police-constable, and not being induced by the hope held out of some advantage to the accused or by threats, were inadmissible in evidence. There was no rule of law excluding statements made under such circumstances. In the present case there was no ground for suggesting that the statement of the accused was not made voluntarily and it was therefore admissible. The case must go back to the justices for them to hear the evidence and adjudicate upon the case.

MATHEW, J., concurred. Case remitted.—COUNSEL, *Colam; Grubbe.* SOLICITORS, *S. G. Polhill; Adolphus Maskell.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

ANDREW *v.* **ST. OLAVE'S BOARD OF WORKS.** Div. Court. 29th March.

METROPOLIS—NUISANCE—DEFECTIVE SEWER—ABATEMENT BY OWNER AFTER NOTICE—LIABILITY OF SANITARY AUTHORITY FOR EXPENSES INCURRED—PUBLIC HEALTH (LONDON) ACT, 1891, ss. 4, 11.

This was an appeal by the plaintiff from the judgment of the judge of the Southwark County Court. The action was brought to recover £24 under the following circumstances. The plaintiff was the owner of two houses, Nos. 5 and 6, Vine-street, Southwark. The defendants served two notices under the Public Health (London) Act, 1891, ss. 2 and 4, one in respect of each house, addressed to the owner or occupier of the premises, stating that the board being satisfied of the existence of a nuisance at the premises arising from defective drainage, required the abatement of the nuisance by the removal of the defective drain, and the construction of a new drain into the common sewer. The plaintiff commenced the necessary work, and on the ground being opened up it was discovered that the two houses were drained into one drain. The plaintiff's surveyor searched the records and found an order for a combined system of drainage, which he erroneously thought related to these premises, and the plaintiff accordingly completed the work at a cost of £24. After the work had been finished it was ascertained that there was no order authorizing the drainage of the two houses into one pipe. Consequently the defective pipe was a sewer for the repair of which the defendants were liable. The plaintiff then brought this action to recover the £24 paid by him for the execution of the work. The county court gave judgment for the defendants. On appeal it was contended for the plaintiff that the money spent by him was money which he had been compelled by law to pay in respect of work which the defendants were legally compellable to execute, and that, apart from the common law principle, the plaintiff was entitled to recover from the defendants under section 11 of the Public Health (London) Act, 1891. The plaintiff relied on *Gebhardt* v. *Saunders* (1892, 2 Q. B. 452).

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and MATHEW, J.) allowed the appeal.

Lord RUSSELL OF KILLOWEN, C.J., said that at the time when the nuisance existed it was impossible to discover from a casual inspection whether the defective conduit pipe (to use a neutral word) was a drain for the repair of which the plaintiff was liable or a sewer for the condition of which the defendants were responsible. Under these circumstances the notice was addressed to the owner or occupier of the premises. The owner made enquiries, and thinking that he was liable, did the work, and spent money which, if the facts had been known, should have been expended by the defendants. The plaintiff now contended that he could recover that money from the defendants. The question turned on sections 4, 5, and 11 of the Public Health (London) Act, 1891. [His lordship read the sections.] If a notice was served on a person under section 4 and not complied with, then under sub-section 4 the person was liable to a fine. It was contended for the defendants that the person served could not be fined unless that the nuisance was caused by the default of the person served with the notice. It was no doubt competent for the person to give evidence that he was not liable, but supposing that he was not in a position to do so, his lordship was not convinced that the magistrate might not in the absence of such evidence give effect to the notice and require the person to comply with the order, not finally deciding the question of liability but making him *primâ facie* liable and leaving the further question of liability to be subsequently dealt with. That was the view of the court in *Gebhardt* v. *Saunders* (*ubi supra*), and he was not prepared to differ from that view. Consequently, the plaintiff had been legally compelled to do work which the defendants were liable to do. Moreover, section 11, which provided in effect that where no nuisance order was made but a nuisance existed when the notice was served, the cost of abating the nuisance should be deemed to be money paid for the use and at the request of the person by whose act or default the nuisance was caused. It was contended that section 11 was only intended to refer to cases under section 8, but his lordship thought it applied also to a case such as the present. The plaintiff was therefore entitled to succeed against the defendants in this action.

MATHEW, J., concurred. Appeal allowed.—COUNSEL, *Ball; Macmorran*, Q.C. SOLICITORS, *Andrew, Wood, & Purves; Bayley, Adams, Hawker, & Noble.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re **HAWKES, ACKERMAN** *v.* **LOCKHART.** C. A. No. 2. 24th and 25th February; 23rd March.

SOLICITOR AND CLIENT—SOLICITOR'S LIEN—ADMITTED LIEN AS AGAINST CLIENT—RIGHT AS AGAINST THIRD PARTY CLAIMING INSPECTION OF DOCUMENTS—ADMINISTRATION ACTION—ACTION COMMENCED BY EXECUTORS OF CLIENT—CREDITOR HAVING CONDUCT OF ACTION—RIGHT TO PRODUCTION—LIEN ACQUIRED BEFORE COMMENCEMENT OF ACTION.

This was an appeal from a decision of Kekewich, J., who had ordered Mr. John F. S. Cridland, a solicitor, to produce for inspection at his office certain documents upon which he claimed to have a lien. Mr. Cridland appealed, and contended that he was not bound to produce the documents until his bill of costs was paid. The appeal was argued on the 24th and 25th of February, and judgment was delivered on the 23rd of March.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.), dismissed the appeal.

LINDLEY, M.R., said: This is an appeal by a solicitor from an order of Kekewich, J., ordering him to produce certain documents on which he has a lien. The facts are as follows: a person named Hawkes died in August, 1895, indebted to his solicitor, Cridland, who had in his possession some deeds and documents belonging to the deceased on which he, Cridland, had the ordinary solicitor's lien. In May, 1896, the executors of the deceased employed Cridland to institute an action for the administration of the estate of the deceased; and such action was accordingly commenced by the executors, Cridland acting for them, and the usual administration judgment was pronounced. The action not being prosecuted with due diligence, an order was made on the 14th of May, 1897, giving the conduct of the action to a creditor. The executors remained parties to the action, and Cridland continues to act for them. The estate of the deceased is not sufficient to pay his creditors. A question has arisen whether steps should be taken to get in a debt said to be due to the estate of the deceased; and to determine this question it is necessary to see some of the documents on which Cridland had a lien, as before stated, before the action was commenced, and which are still in his possession. On the 7th of February, 1898, Kekewich, J., ordered Cridland to produce the documents in question at his office to the solicitors of the creditor having the conduct of the action for

their perusal. This order was made to enable them to prepare and lay before counsel a case for his opinion as to what steps, if any, should be taken to get in the debt referred to. Cridland has appealed against this order; the ground of his appeal being that the documents ordered to be produced came into his possession, not from the executors for the purposes of the action, but from the deceased in his lifetime, and that he, Cridland, had a lien on them before and at the time of his original client's death, and before any retainer by his executors. A great number of authorities were referred to by counsel, but none of them were exactly in point, and it is necessary to consider the question for decision on principle. A solicitor's lien is simply a right to retain his client's documents as against the client and persons representing him. As between the solicitor and third parties, the solicitor has no greater right to refuse production of documents on which he has a lien than his client would have if he had the documents in his own possession. This principle is as applicable at law as it is in equity. Accordingly, it has been long settled that if a solicitor is required by his client to produce documents under a *subpœna duces tecum*, the solicitor can refuse to do so if he has a lien upon them; but that the lien is no answer to a demand for their production by a third party. See *Hope* v. *Liddell* (3 W. R. 581; 7 De G. M. & G. 331), and *Hunter* v. *Leathley* (10 B. & C. 858). This doctrine is not confined to production under the exigency of a *subpœna duces tecum*. The same principle applies to other applications for production by solicitors who are acting for their clients in litigation. See, at Law, *Ley* v. *Barlow* (1 Ex. 800), and in Equity, *Furlong* v. *Howard* (2 Sch. & Lef. 115). Nothing can be clearer than Lord Redesdale's judgment in this last case:—"Though a solicitor may have a lien on a deed for his costs, yet, if his client is bound to produce it for the benefit of a third person, so also must the solicitor. I know this is not so understood in general; but the common opinion, that the solicitor may withhold it from all parties in such a case is erroneous. The right is only as between his client and him." It is on this principle that Courts of Equity order solicitors acting for clients who are parties to actions to produce documents on which the solicitors have a lien, if their production is necessary for the purpose of doing justice to other persons besides their respective clients. Administration actions are the most familiar instances of such actions; but the principle is not confined to them. As, however, we are dealing with an administration action, I will refer only to such actions. It must not be forgotten that before the Judicature Acts a creditor could be restrained from enforcing his debt at law after a decree for the administration of his debtor's estate, and a Court of Equity never allowed the creditors to be defeated by allowing the proceedings under the decree to be embarrassed by the liens of the solicitors of the parties. The solicitors of the parties to the proceedings are not deprived of their liens, and treated as if they had none; but they are not allowed to render the proceedings abortive by refusing to produce documents in their possession which are wanted by other persons than their own clients, and which such other persons have a right to see. But even as between solicitor and client, where the client is a party to an action, his solicitor may be bound to produce, for the purposes of the action, any documents of the client which are wanted for the purposes of the action, and which have come into the solicitor's possession in the course thereof, or for the purpose of conducting the same. See *Ross* v. *Laughton* (1 V. and B. 349), and other cases collected in 2 Dan. Ch. Prac. 1717 (edition 5). This rule, however, does not cover the point to be decided in the present case. To return, however, to administration actions. If a creditor sued his debtor, or his executor, at law, and required the defendant's solicitor by a *subpœna duces tecum* to produce a document belonging to the defendant, but in the possession of the solicitor, who had a lien upon it, I take it to be plain that the lien would not justify the solicitor in refusing to produce the document, and *Ley* v. *Barlow* (*ubi supra*) shows that an order for its production might be made, even before trial, without a subpœna. If these are the principles on which the Court acts in an administration action—if the production is ordered in order to prevent the legal rights of creditors from being defeated—it cannot matter whether the documents which are wanted came into the hands of the solicitors of the parties before or after the death of the deceased, or before or after the commencement of the action for administration, nor can it matter whether the executors are plaintiffs or are defendants, nor who has the conduct of the action. Having regard to the rights of the creditors, if Hawkes's executors now had the conduct of the action their solicitor could not, in my opinion, effectually rely on their lien on the documents of the deceased to prevent their production for the purpose of enabling the executors to get in the assets of the deceased. The rights of the creditors under the administration judgment, and their inability to sue at law, explain the apparent anomaly that the executors should be entitled to obtain production from their own solicitor of documents on which he has a lien as against them. The fact that they have been deprived of the conduct of the action does not improve the solicitor's position, so long, at all events, as his clients remain parties to the action, and have not been discharged him. See on this point *Bennett* v. *Baxter* (10 Sim. 417), and *Simmonds* v. *Great Eastern Railway* (16 W. R. 1100, L. R. 3 Ch. 797). Mr. Cridland's clients are still parties, and he acts for them. It is unnecessary, therefore, to consider what his right might be under other circumstances. The general rule of the Court, founded on the principles above referred to, is very emphatically stated in *Belaney* v. *Ffrench* (L. R. 8 Ch. 918). That was an administration suit, and it was the case of a solicitor who had acted for several of the parties to it, and had been discharged by them, and who refused to produce documents belonging to them, but on which he had a lien. The receiver who had been appointed in the action wanted to see the documents. James, L.J., said:—"A solicitor cannot embarrass a suit by keeping papers which belong to an estate which is being administered by the Court, and cannot use that means of obtaining payment." *Re Boughton*, *Boughton* v. *Boughton* (31 L.J. 517; 23 Ch. D. 169) is another recent decision to the same effect, and Fry, J., there points out the importance of the rights of creditors. It is, however, true that the documents which were in question in these cases came into the solicitors' hands from the clients who discharged them. The point, therefore, made before us by the appellant's counsel had not to be considered. I proceed now to examine the authorities more particularly relied upon by the appellant in support of his contention. The first and most important is *Warburton* v. *Edge* (9 Sim. 508). The facts of that case are not very clearly stated; but, as I understand them, there was an administratrix abroad. She had a solicitor here, who had acted for her in a suit for the administration of her deceased's estate, but who had been instructed by her to act for her no longer. A receiver had been appointed. The solicitor had some documents which came into his hands after the death of the deceased, and on which he claimed a lien, not only for the costs of the suit, but for other costs due to him from the administratrix before the commencement of the suit. The plaintiffs were creditors of the deceased, and they petitioned for an order of a very unusual nature. They prayed for an order on the solicitor to deliver to the receiver, or to deposit with the Master, all deeds, &c., in his custody relating to the personal estate of the deceased subject to any lien the solicitor might have, and for an inquiry into the existence of any lien which the solicitor might claim, and as to the amount due to him in respect of it; and if necessary for a taxation of his bill of costs, to the intent that it might be paid out of the estate of the deceased. Shadwell, V.C., refused to make any order on this petition. He said the plaintiffs had no right to the production of the documents, as some of them had come into the solicitor's hands before the suit commenced, and he had a lien on them for costs incurred in other business besides the conduct of the suit. The Vice-Chancellor also said the plaintiffs had no right to tax the solicitor's bill. The petition being really a petition by a creditor for the taxation of the solicitor's costs and for payment of them by the administratrix, the order of the Vice-Chancellor seems to have been right. But if he meant to say that the creditors had no right to have the documents produced for the purposes of the action because of the lien, the Vice-Chancellor, in my opinion, went too far. Having regard to what he said in *Baker* v. *Henderson* (4 Sim. 27), he may have meant to go this length. That case presents no difficulty, although the first few words of the judgment were relied upon by counsel for the appellant. In *Re Capital Fire Insurance Association* (32 W.R. 260; 24 Ch. D. 408) an order was made to wind up a company. The company had employed a solicitor, who, when the petition for a winding-up order was presented had a lien on some documents which the liquidator wanted. Chitty, J., made an order directing the solicitor to deliver these documents to the liquidator, but subject to the solicitor's lien. On appeal this order was discharged as to some of the documents—viz., those referred to in the second order, on which the solicitor had a lien before the petition was presented. The ground of this decision, as I understand it, was that the solicitor never was the solicitor of the liquidator in the winding-up proceedings, and was not acting for the Company in those proceedings (see per Cotton, L.J., p. 417), the liquidator having employed another solicitor. The Court, moreover, pointed out that as to those documents the liquidator could obtain production of them under the winding up sections of the Companies' Act, 1862, as decided in *Ex parte Payne and Layton* (L. R. 4 Ch. 215) (see per Cotton, L.J., 24 Ch. D. 420). No doubt Cotton, L.J., said (see p. 420) that *Boughton v. Boughton* did not apply to "such a case." By this expression, I understand, was meant the case of documents in the hands of a solicitor before an administration suit commenced, the solicitor not being employed in that suit by the client against whom the lien could be asserted. In such a case the solicitor would be a stranger to the litigation, and could not be compelled to produce documents except as a witness by *subpœna duces tecum*. That was the sort of case which Cotton, L.J., had to consider. I do not understand the observation to apply to the case of a solicitor who is employed in an administration suit by a party to the suit, and who could be made by the other parties, or by creditors, to produce the documents otherwise than by *subpœna*. *Boden v. Hensby* (40 W. R. 205; [1892] 1 Ch. 101) was a partition action. The plaintiff had changed his solicitor, and it was held that the solicitor could not be compelled to produce documents on which he had a lien before the action was commenced, although he could not withhold those which came into his possession afterwards. North, J., who decided this case, acted on the authority of *Re Capital Fire Insurance Association* (*ubi supra*). If third parties were entitled to have the documents produced, *Boden* v. *Hensby* (*ubi supra*) went too far in favour of the solicitor. These were the principal authorities referred to, and the only ones which it is necessary to notice. None of them appear to me to compel the Court to reverse the order appealed from. That order seems to me right in principle, and the appeal therefore ought to be dismissed with costs.

Rigby, L.J., delivered judgment to the same effect.

Vaughan Williams, L.J., said that he agreed in the result, but preferred to give his own reasons, which differed considerably from those of the other members of the Court. He thought that the solicitor's duty to produce in cases like the present arose from his duty to his client, and not to third persons. A solicitor, by accepting the client's retainer, must be taken to have waived his lien by implication, so far as the production of the papers might prove necessary in the suit. Even if this view was wrong, the obligation to produce might be held to arise in the case of an administration action, or any action in which the rights of persons other than the client were concerned, but he preferred to rest his judgment on the ground of obligation to the client. In the present case the solicitor had not been discharged, and the liability to produce could not be limited to papers received for the purposes of the action.—Counsel, *Stewart Smith*; *P. Rose Innes*. Solicitors, *Cridland & Co.*; *Frame & Son*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

MAW *v.* BEST. Q. B. D. Div. Court. 19th March.

County Court Action—Scale of Costs Applicable.

The plaintiff claimed £27—namely, £12 10*s.* for rent and £14 10*s.* for dilapidation. The defendant admitted the claim for £12 10*s.*, and

originally counter-claimed £49 12s. 8d., but subsequently withdrew an item of £40, thereby reducing his counter-claim to £9 12s. 8d. After action brought, defendant paid into court a sum which, with the £9 12s. 8d. counter-claimed, exceeded the plaintiff's claim for rent. On the trial, judgment was given for the plaintiff for £12 10s., the amount admitted by defendant, and for defendant on his counter-claim. The deputy-judge gave plaintiff her costs on £12 10s. up to the date of defendant's payment into court, and ordered that defendant should have the costs of defending the action as from that date. The defendant's solicitor carried in his costs for taxation on the Scale B, applicable where the plaintiff claims between £20 and £50. The registrar (Mr. Hugh Bedwell), however, only allowed the costs on Scale A, applicable where the plaintiff claims between £10 and £20. The defendant's solicitor then applied to Mr. Harold Thomas, the deputy-judge, sitting on the 30th of December, for a review of the taxation, but Mr. Thomas confirmed the registrar's decision. The matter being one of principle, and of much importance to solicitors generally, inasmuch as the solicitor was precluded from claiming against defendant any costs beyond those allowed on taxation, the Incorporated Law Society, on the matter being submitted to them, agreed to support an appeal to the Divisional Court. It was contended that the review of taxation was a matter in the discretion of the county court judge, and was not subject to appeal.

THE COURT (WILLS and DARLING, JJ.), however, held that there had been no exercise of discretion on the part of Mr. Thomas, but merely an application of the rules regarding costs, with which the court did not agree. The plaintiff's claim being for £27, it was clear that by the combined operation of the scales of costs and ord. 50, r. 15, the defendant was entitled to have his costs taxed under Column B of the Higher Scale.—COUNSEL, *R. W. Harper; Ernest Hatton.* SOLICITORS, *A. Ll. Russell*, Malton; *A. E. B. Soulby*, Malton and Pickering.

*** In the names of solicitors in the report of *Re West London and General Permanent Benefit Building Society* (*ante*, p. 363) MESSRS. Ward, Bowie, & Co. are incorrectly described, and for "Vaizey & Riddell" there should be read Riddell, Vaizey, & Smith.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

In pursuance of the resolution passed at the adjourned annual general meeting held on the 15th of July, 1881, a special general meeting of the members of the society will be held in the Hall of the Society on Friday, the 29th of April, 1898, at two o'clock precisely.

Members who desire to move resolutions, or to ask questions, should give notice of them to the secretary on or before the 7th of April, 1898, as it will be necessary to include them in the notice convening the meeting.

ATLAS ASSURANCE COMPANY.

THE annual general court of proprietors of the Atlas Assurance Company was held on Friday, the 25th ult., at the Company's House, Cheapside, Mr. C. A. PRESCOTT (Chairman) presiding.

The ninetieth annual report, which was submitted to the meeting, stated that during 1897 there were issued in the Life Department 534 policies, assuring £354,486, at annual premiums of £13,009 12s. 9d., of which £26,500 was reassured at annual premiums of £1,226 10s. 10d., leaving the net new sums assured for the year £327,986, with annual premiums of £11,783 1s. 11d., and single premiums of £1,750 12s. 10d. There were issued in addition four leasehold policies for £2,250, at annual premiums of £98 13s. 10d. Proposals for £65,485 were declined. Claims arose under 137 policies for £97,313 2s., including bonus additions, of which £7,500 12s. 6d. was reassured, leaving the net claims £89,812 9s. 6d., a sum much within the amount expected. The premium income amounted to £143,723 19s. 2d., being £4,062 14s. 2d. more than that of 1896, and the funds were increased by £86,484 18s. 8d., amounting at the close of the year to £1,584,195 9s. 2d. In the Fire Department the net premiums were £357,520 12s. 11d., being £3,067 8s. 8d. more than those of the preceding year, and the losses amounted to £205,017 13s. 6d., being 57·3 per cent. of the premiums. The surplus for the year, being balance of profit and loss was £45,870 1s. 1d., of which the directors have resolved to apply £28,800 in payment of a dividend of 24s. per share (being 24 per cent. on the original paid-up capital) free of income tax; in adding £15,000 to the Fire Fund, bringing it up to £385,000; and £2,070 1s. 1d. to the Reserve Fund, bringing it to £52,664 10s. The Fire and Reserve Funds would then stand at £437,664 10s. The total assets of the Company now amounted to £2,287,029 12s. 1d.

Mr. S. J. PIPKIN (Secretary) having read the notice convening the meeting,

The Chairman moved the adoption of the report and accounts. He said that before referring to the actual business of the report he could not but speak of the loss the Company had sustained by the death of the late Sir William Baynes and Mr. Richard Blaney Wade. This had been mentioned from that side of the table before, but the directors had thought it more courteous and graceful to insert an allusion to it in the first published report which was put before the shareholders. Coming to the figures of the report he remarked with regard to the Life Department that he was happy to say there had been a steady increase in the number of policies issued during the last three years, which was very satisfactory bearing in mind that the endeavour of the directors had been rather to obtain a larger number of policies even if the amounts were smaller than to obtain very large policies often involving a certain amount of outside risk which did not appear upon the policies, and they had done this to a very considerable extent. They had also in doing this done something else which in the opinion of the Board was of much more importance, namely, they had widened the area of the Company's connection, that was to say they were tapping a great many more districts in order to secure life policies than was formerly the case, which he thought was a very satisfactory feature. In the Life Department 534 policies had been issued, the net sum assured being £327,986. Claims had arisen under 137 policies, for £97,000 including bonus additions of £75,000 so assured, leaving the net claims £89,000, a sum which was much within the amount expected. The premium income amounted to £143,000, being £4,000 more than that of 1896, and the funds were increased by £86,000, amounting at the close of the year to £1,584,000. He should like in this connection to bring before the meeting what the figures to some extent were in 1887, that being a period of ten years, which he had taken to show the position of the Company now as compared with what it was at that time. The claims in 1887 were £161,000 as against £137,000 in the year under review; but the policies issued were only 426 against the present issue of 534, and the premium income for 1897 was £143,000 as against £93,000 in 1887. He thought this very satisfactory. Coming to the Fire Department, it would be seen that the net premiums amounted to £357,000, which was £3,000 more than in the preceding year. But the losses, he was sorry to say, had amounted to £205,000. As they perhaps knew already, there had been one or two very large fires during the year under review, notably one in Melbourne and another in Jewin Street. It must, however, always be remembered that it was the Company's business to provide for such contingencies, and they were not all evil, as they tended to increase care in selecting risks. Comparing the figures of the Fire Department, the net premiums for the year under review amounted to £357,000, whilst in 1887 they were £104,000. This showed rather a startling rise. The losses, of course, were heavier. The surplus for the year 1897 amounted to £45,870, and the directors proposed to apply this first in payment of a dividend for the year of 24s. per share, and of this amount 5s. per share had already been paid, leaving to be paid 19s. per share. That would amount to £28,800. They also proposed to add to the Fire Fund £15,000, which was a very respectable sum, though it was not so large as last year; but last year was an abnormally successful year. Still, the Board thought that £15,000 was a good amount, and this addition brought up the Fire Fund to £385,000, which was considerably in excess of the premium income. There was a balance of £2,000, which was carried to the Reserve Fund, and would bring it up to £52,000. That made the total amount of fire and reserve funds the very considerable sum of £437,000, which he thought a very satisfactory figure, considering that the premium income was £357,000. But the Board did not want it to stop at that; they wanted to build up the reserves. He would not say how high they wished to go; but if he could be told to what extent the business was to increase, then he would say how much the reserves were to be raised to. The directors hoped to go on increasing the reserves as the business increased. The Fire and Reserve Funds in 1887 were £239,000; they were now £437,000, which was a very considerable increase. The total assets of the Company now amounted to £2,287,000, which compared very favourably with the amount in 1887, which was £1,855,000, showing that the total assets had increased by £430,000. In the statement of the assets of the Company there was an item of mortgages, and he was pleased to inform the meeting that the amount was not so great as it used to be. They were all good mortgages, or else provided for. Wherever the company had any investments standing at a premium which were repayable at par at a future date the premium was generally written off out of the interest and he might say that the investments if taken at the market price of the day would show a considerable profit, and those that might have depreciated in value had been liberally provided for and written down. If any gentleman desired to make any comments or ask any questions he would be happy to answer.

Mr. J. P. CURRIE seconded the motion.

Mr. JOHN COLES said the Chairman had stated that the Board were favouring the augmentation of the number of life policies even if for small amounts. He had nothing whatever to say against the Company increasing its area of operations, but at the same time he thought that if the Company were fortunate enough to get policies for large amounts other offices would be ready to take a part of the risks and would probably give some business to the Company in return. But he was sure the society was quite alive to all these points. He observed that the premiums income in the Fire Department was stagnating somewhat and he looked upon that as a somewhat favourable feature. The Company had got to £375,000. In 1895 it was £368,000 and in 1896 £354,000. He gathered from that that the Board were rather looking to quality than quantity, and probably in the near future there might be an even smaller loss ratio than at the present time. The total fund seemed to have grown in the last few years from £399,000 to £460,000. On the whole he considered the report a very excellent one, which reflected very great credit on the management of the Company.

The resolution was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. CURRIE, the retiring directors, Mr. H. Brooks, Mr. B. B. Greene, Mr. F. Greene and Mr. H. Mosenthal, were re-elected.

Mr. FOX BATTEY moved the re-election of the auditors, Messrs. Price, Waterhouse, & Co., and that their remuneration be £250.

Mr. F. L. H. COLLINS seconded the motion, remarking that the Company could not be in better hands.

The motion having been agreed to,

MR. COLES moved a vote of thanks to the directors, local directors,

managers, and staff in London, and the various officers throughout the country, so that they might express their obligation to those who were bearing the burden and heat of the day and upholding the position of the Company.

Mr. COLLINS seconded the motion. He was sure that all of those who had to transact business with the Company could bear testimony to the courtesy and prompt attention they received from the staff who conducted the operations of this large establishment. Doubtless it would be the pleasure of all the proprietors to put on record that those who were in the country, the local boards and agents, were each and all deserving of a hearty vote of thanks for their services.

The vote having been carried,

The CHAIRMAN returned thanks on behalf of the directors, observing that they always tried to do their best for the Company. They took a great interest in it, and he hoped the results were not unsatisfactory.

The GENERAL MANAGER, in responding for the managers and staff, thanked the meeting for this vote, and said he was perfectly sure that when the report of the meeting went to the Company's representatives all over the world it would convey a feeling of very great gladness to the minds of those who had worked so hard for the Company in foreign fields, and in very difficult fields, especially during the last year or two. They would appreciate highly the fact that they had not been forgotten by the meeting.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

Mr. J. Austen-Cartmell delivered the eighth of the series of lectures in the Old Hall, Lincoln's-inn, on Tuesday, to a very large audience on the "Finance Acts, 1894-6." Sir R. T. Reid, Q.C., M.P., presided. The lecturer, in opening the subject, said the estate duty was a tax of universal applicability. It was a charge upon all property "from or to what person soever it passed." The two Acts were of an extremely complicated character, and he could only endeavour during the time at his disposal to place before them a comprehensive view of them. The unhappy individual called the deceased was as safely encased in the Finance Acts as he was in his own coffin. Indeed, the ubiquity of the deceased turned the Acts into a veritable cemetery. In concluding his instructive exposition of the Acts, the lecturer said he had often been asked whether estate duty could be avoided, but he was afraid that there was only one way to ensure that result, and that was for a man to sell his goods and give them to the poor. But alas! the recipient of that advice would, he greatly feared (such was the nature of man), receive it in the same spirit as his prototype and depart sorrowing. No! the estate duty was a spectre that once raised could not be laid. When the poor deceased was, after life's fitful fevers, sleeping well, the ghost would haunt his home, bringing terrors to his unhappy executor. At the conclusion Mr. A. Turner proposed a hearty vote of thanks to the lecturer and chairman, and spoke of the difficulty he had experienced in understanding the provisions and intentions of the Acts. Mr. T. C. Tunstall, in seconding, said that in considering, as they had been doing, the most difficult and complicated measure in regard to death duties that had ever been placed upon the statute book, they were to be congratulated in having had in their lecturer and chairman those who had been personally associated with its passing. The vote of thanks having been enthusiastically accorded, Sir Robert Reid, in acknowledging the same, expressed the great pleasure it had given him to be present and to hear Mr. Austen-Cartmell's admirable lecture, and observed that if the Acts were somewhat severe in their operation they should remember that the revenue which they produced helped to enable our Navy to be put on a more efficient and satisfactory condition.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

BIRMINGHAM LAW STUDENTS' SOCIETY.—March 29.—Mr. W. H. King, B.A., in the chair.—The moot point discussed was, "Can a man who goes to a restaurant and orders a dinner for which he cannot pay, be convicted of obtaining goods by false pretences, or for obtaining credit by fraud, or on any other ground?" The speakers in the affirmative were Messrs. H. Eaden, J. C. Brookes, G. E. T. Edalji, S. J. Gateley, G. Thomas, and A. H. McBean; and in the negative, Messrs. W. Somers, A. H. Smith, T. P. Orwin, T. Priest, C. H. Smith, and G. Slater. The moot was decided in the affirmative by 12 votes to 6.

LAW STUDENTS' DEBATING SOCIETY.—March 22.—Chairman, Mr. C. Herbert Smith.—The subject for debate was: "That county courts should have jurisdiction in divorce and matrimonial causes." Mr. J. S. Wilkinson opened in the affirmative. Mr. F. N. Stevens opened in the negative. The following members also spoke: Messrs. G. N. Daniel, E. L. Chapman, C. A. Anderson, Haseldine Jones, F. J. Thompson, C. Morton Baker, Rupert Blagden, W. D. Pleadwell, F. S. Gaylor, R. A. Gordon, A. W. Watson, Fitton, Cohen. The motion was lost by 8 votes to 15.

March 29.—Chairman, Mr. C. Augustus Anderson.—The subject for debate was: "That the case of *In re Rowe, Pike* v. *Hamlyn* (1898, 1 Ch. 115, and *Law Journal*, February, 1898) was wrongly decided." Mr. H. D. Dallimore opened in the affirmative. Mr. J. B. Davies opened in the negative. The following members also spoke: Messrs. C. Dickson, G. H. Daniell, Archer White, Archibald Hair, Arthur E. Clarke, W. M. Pleadwell.

THE OPERATION OF THE WORKMEN'S COMPENSATION ACT, 1897.

In the course of his address as chairman of the Law Accident and Contingency Insurance Society (Limited) on Wednesday, Mr. Richard Pennington said: It is desirable that I should say a few words about the Workmen's Compensation Act of 1897, which comes into force on the 1st of July this year. The Act involves an entirely new principle in British law; and it will most materially affect the fortunes of companies like ours, and we confidently look to the legal profession to interest itself in acquiring business on behalf of this society. Although we are aware that employers of labour (particularly those connected with mining operations, and so forth) who are affected by the Act are naturally anxious as to the responsibilities of the new burden which has been imposed upon them, it is probably doubtful whether they have fully realized that it is a burden too dangerous for them to bear without the aid of insurance; indeed, unless insurance is sought for and secured, disaster will overtake both the employer and the employed. It has been stated that something like 6,000,000 of workpeople will be affected by the operation of the new Act, and, as there are some 13,000,000 or 14,000,000 of workpeople, there remains another 6,000,000 or 8,000,000 to be provided for hereafter, because the Legislature has not hesitated to admit that the present Act is but a stepping-stone, and its general application to all workpeople may therefore be expected; moreover, it may be taken for granted that those who are now outside the scope of the Act will strenuously press their claims for benefits similar to those which will be enjoyed by workmen to whom the Act applies, and an extension of the principle cannot be long withheld. At present there appears to be some difficulty in interpreting certain clauses in the Act. The usual methods for arriving at decisions on these points will no doubt be adopted in due course. Unfortunately the indefiniteness leaves the question as to how much compensation is in certain accidents to be paid a doubtful matter; but we may feel sure that every care will be taken by our executive to see that adequate rates are secured, based upon the fullest information which can be obtained. At present accident insurance offices are threatened with new competitors in every direction in the shape of mutual societies for the protection of given trades. This is no new experience, and I do not think it need concern or trouble the ordinary insurance company, for it has generally been found that such societies are unscientific in their construction, unsatisfactory in their application, and insufficient for protection. If experience may be relied upon, it may be anticipated that sooner or later they will collapse, lacking, as they do, those scientific methods which, coupled with security, ensure continuity and cohesion, which conditions can only be obtained from an insurance company adopting the proved and accepted principles of insurance. There must always be more or less danger to the assured in a mutual society, and it becomes particularly pronounced when responsibilities are assumed in connection with businesses of magnitude involving liabilities arising from catastrophes such as occur in colliery industries. It is exceedingly doubtful whether any of the schemes which have hitherto been brought forward for the coal masters' consideration have represented true insurance, and if a catastrophe in a mine were to occur, involving great loss of life, the results might be exceedingly serious to the members of a mutual association. Of course, if coal masters can do better for themselves than by placing their risks in the hands of the accident companies they will be right in doing so; but, as a matter of fact, there can be no doubt they will, in the long run, be better off with the strong and powerful accident companies than by adopting the alternative method. The ratio of claims—that is, the amount paid for compensation—must be the same, whichever plan is adopted, and the expenses of management will be approximately the same in either case, because any mutual association will have to create a properly-organized establishment similar to that which the accident companies have already at hand, and it must be evident to anyone acquainted with the subject that the ratio of expenses of the accident companies in connection with this business must be less than the ratio which will be experienced by the mutual societies, inasmuch as all our expenses are borne by the various departments of business, and are not merely assigned to the special business which will have to be borne by the mutual societies. Moreover, mutual societies will have to immediately "put up" a very large sum by way of capital account in order that they may be at once prepared to meet an event which must occur sooner or later, if any reliance is to be placed upon the experience of the past in connection with the mining interest. It is well known that the leading accident companies are prepared to take up this great business in a liberal and comprehensive spirit towards the colliery interests. Even if accident companies should charge a fraction more than mutual societies, it will be found that many coal masters will provide themselves with the absolute security afforded by a policy of a recognized insurance company, and will be gradually followed by others to the general weakening of mutual associations. The results which may be expected to flow from the operations of this Act will no doubt be grave in their nature and of considerable magnitude. According to the returns of the German state insurance for accidents to workpeople nearly 18,000,000 persons were last year interested in its operations, and over 500,000 benefited to the extent of over £3,000,000 sterling. If the experience of the Workmen's Compensation Act is proved to be similar to that of the German state insurance as to the number of accidents occurring in proportion to the number interested, it may be anticipated that considerably over £1,000,000 sterling will have to be paid for the 6,000,000 persons who, it is assumed, will be benefited by the Act, inasmuch as the benefits provided under the English system are con-

siderably in excess of those provided under the German system. From these figures, the shareholders will readily understand the anxiety of the directors to place the society in a position which will ensure its acquisition of such a share of the business as it may reasonably expect to obtain.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

EASTER VACATION, 1898.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Bryne.

Mr. Justice Byrne will act as Vacation judge from Thursday, the 7th of April, to Monday, the 18th of April, both days inclusive.

His lordship will sit in Queen's Bench Judges' Chambers on Thursday, the 14th of April, and (if necessary) on Friday, the 15th of April. On other days within the above period, applications in urgent matters may be made to his lordship personally or by post.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 29th day of March, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEKEWICH (1897—B.—No. 5,059).

In re The Bouverie Press, Limited.
Samuel Pope v The Bouverie Press, Limited. HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Sir JOHN EDGE, Q.C., has been appointed a Member of the Council of India, in succession to Sir Charles Turner, K.C.I.E.

Mr. LEWIS ADDIN KEBSHAW, Q.C., has been appointed Chief Justice of the High Court of Judicature for the North-Western Provinces at Allahabad, in succession to Sir John Edge, who resigns the office.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

GEORGE FALLOWDOWN OULTON LEE and CHARLES HENRY SWENY, solicitors (Oulton Lee & Sweny), Liverpool. Jan. 31.

[*Gazette*, March 29.

GENERAL.

The room facing Queen's Bench judges' chambers at the Royal Courts of Justice, which has hitherto been used for arbitration meetings, and sometimes as an additional judge's chamber, is, says the *Times*, being fitted up as a court, and will in future be known as Queen's Bench Court X. There will be a raised bench for the judge, and a witness-box, but the new court, it is understood, will not be available for jury cases.

At the invitation of Lieut.-Col. Lofthouse, the commanding officer, and members of the Inns of Court Rifle Volunteers, there was a large gathering on the 25th ult. at the Inner Temple-hall on the occasion of the annual "At Home" and smoking concert of the battalion. During an interval in the programme the battalion prizes were distributed by Mr. Justice Grantham, in the absence, owing to unavoidable circumstances, of the Lord Chancellor.

At a recent meeting of the joint committee of the Bar Library at the Royal Courts the resignation of the chairman, Mr. Napier Higgins, Q.C., was received with regret, and a resolution was passed stating that Mr. Higgins would be remembered as the originator of the scheme (approved by the Lord Chancellor and adopted by the four Inns of Court) under which the library was established, and also as having merited the lasting gratitude of the Bar by his active interest in the library ever since its formation in 1883.

The quarterly meeting of the Royal Courts of Justice Temperance Society was held in the Parlour, Exeter Hall, on Thursday evening last, under the presidency of Mr. R. Sawyer. There was a good attendance of members and associates. After tea had been served, excellent addresses were given by the chairman, Messrs. W. F. A. Archibald, G. Blaiklock, F. Hinde, S. Watson, J. C. Pearce, Allday, Symons, and Illsley. A hearty vote of thanks to the chairman brought to its close a very enjoyable and successful meeting.

The *Albany Law Journal* says that the late Lord Chief Justice of England used to tell his friends this anecdote at his own expense: Driving in his brougham towards his court one morning, an accident happened to it at Grosvenor-square. Fearing he would be belated, he called a cab from the street rank and bade the Jehu drive him as rapidly as possible to the Courts of Justice. "And where be they?" "What, a London cabby and don't know where the Law Courts are at Old Temple Bar?" "Oh, the Law Courts, is it? But you said Courts of Justice."

At the Birmingham Assizes last week, before the Lord Chief Justice and a common jury, an action was tried in which a nurse sought to recover the sum of £500 damages from a lady for an assault upon her, in consequence of which she lost the sight of her left eye. The defence was that the blow which was alleged to have caused the injury had been given by the defendant when she was of unsound mind and unable to appreciate the nature of her act. It was also pleaded that the plaintiff undertook her employment as nurse to the defendant with full knowledge of her state of mind, and therefore accepted the duties and risks incident to the nursing. Counsel submitted that a lunatic was not civilly liable for assault. His lordship said he would take that point if it arose. His lordship having summed up, the jury returned a verdict in favour of the plaintiff for £78. His lordship said he hoped nothing more would be heard of the point of law, and counsel said he would not pursue the matter further.

Of course, says an American newspaper, Webster was in demand by those who could afford to pay for his services. A sharp Nantucket man is said to have got the better of the great advocate. He had a small case which was to be tried at Nantucket one week in June, and he posted to Webster's office in great haste. It was a contest with a neighbour over a matter of considerable local interest, and his pride as a litigant was at stake. Be told Webster the particulars, and asked what he would charge to conduct the case. "Why," said Webster, "you can't afford to hire me. I should have to stay down there the whole week, and my fee would be more than the whole case is worth." "I couldn't go down there for less than 1,000 dollars. I could take every case on the docket as well as one, and it wouldn't cost any more, for your case would take my time for the entire week, anyway." "All right, Mr. Webster," quickly responded the Nantucketer. "Here's your 1,000 dollars. You come down, and I'll fix it so you can take every case." Webster was so amused over this proposition that he kept his word. He spent the entire week in Nantucket, and appeared on one side or the other in every case that came up for hearing. The shrewd Nantucketer hired Daniel out to all his friends who were in litigation, and received in return about 1,500 dollars, so that he got Webster's services for nothing and made a good profit to boot.

The annual meeting of the Inns of Court Mission was held in Lincoln's-inn Hall on Wednesday. The Lord Chancellor, who presided, said that the mission, the active work in connection with which was begun in March, 1897, was now in full working order, and it required only the assistance of those who were interested in it to carry out its work more fully. Societies and clubs of various kinds had been formed, and a large number of the men and boys living and working in the neighbourhood of Covent-garden, amid dull and depressing conditions, had had their lives brightened and cheered by the work of the mission. Some of her Majesty's judges had interested themselves in the work, and had given lectures and otherwise assisted at meetings held at the new mission buildings in Drury-lane. With more co-operation and assistance, however, much greater good could be effected. Lord Cross moved the adoption of of the report. He said there were now upwards of two hundred members of the mission, which had greatly developed since the formal opening of the new buildings in October last. They tried to do more than merely provide a place of amusement for the club members. The mission had an educational side, and the most important branch of all its work was its religious effort. They looked for the help of the members of the Inns of Court in this, and also for financial aid. The lease of the Drury-lane premises would expire in 1902, and they ought to have some £5,000 in hand for building purposes by that date, whereas at present the building fund consisted of a debt of nearly £450. The Solicitor-General seconded the motion, and the report was adopted.

Mr. Sydney Gedge, M.P., addressed a letter, dated the 9th of March, to the Lord Chancellor on the subject of the Land Transfer Act of 1897, but he states that he has not yet been favoured with a reply. In this letter Mr. Gedge says that on Tuesday, the 15th of February, by the Lord Chancellor's instructions, the Attorney-General, in replying to a question which Mr. Gedge had put to the First Lord of the Treasury, informed the House of Commons that the action of the Privy Council in giving to the County Council of London on the 26th of November last the statutory notice that the Land Transfer Act would be applied to London was not, in the Lord Chancellor's opinion, "inconsistent with anything which he had said in the House of Commons." Mr. Gedge says that on the 4th of August last, when the Land Transfer Bill was being considered on report, he moved an amendment to prevent its being first tried in the county of London, on various grounds. One of them was that "there was nothing in the Bill to prevent the Privy Council from issuing a notice for bringing the provisions of the measure into operation within any county within

three months from next week." The Attorney-General replied that "this was impossible, because the provisions of the Bill were not to come into operation until the 1st of January, 1898, before which time no steps whatever could be taken towards putting these provisions in force." Nevertheless, before the 1st of January—namely, on the 26th of November—the Privy Council gave the statutory notice to the London County Council. Mr. Gedge adds: "And your lordship says that there is no inconsistency! I call it a violation of a pledge—not, indeed, at first intentional, but only a mistake, made, I assume, in ignorance of what had occurred in the House of Commons; but if this mistake be persisted in after attention has been drawn to that pledge given, it will amount to a distinct breach of faith." He concludes by showing that the mistake is not incurable, as it is not necessary to act on the notice of the 26th of November.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, April ... 4	Mr. King	Mr. Leach	Mr. Godfrey
Tuesday ... 5	Farmer	Beal	Rolt
Wednesday ... 6	King	Leach	Godfrey
Thursday ... 7	Farmer	Beal	Rolt
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, April ... 4	Mr. Carrington	Mr. Ward	Mr. Lavie
Tuesday ... 5	Jackson	Pemberton	Pugh
Wednesday ... 6	Carrington	Ward	Lavie
Thursday ... 7	Jackson	Pemberton	Pugh

The Easter Vacation will commence on Friday, the 8th day of April, 1898, and terminate on Tuesday, the 12th day of April, 1898, both days inclusive.

THE PROPERTY MART.

SALES OF ENSUING WEEK.

April 4.—Mr. ALFRED RICHARDS, at the Mart, at 2, £5,000 Five per Cent. Preference Stock in the Hornsey Gas Co.; £6,000 Three per Cent. Perpetual Debenture Stock in the Maidstone Gas Co.; also Shares in the Bournemouth Gas and Water Co., Ascot District Gas Co., and Walton-on-Thames Gas Co. (See advertisement, March 26, back page.)

April 5.—Messrs. WILLIS & CROUCH, at the Mart, at 2, Four Freehold Houses in Loraine-road, Holloway, let at £164 per annum. Solicitors, Messrs. Thomas & Blakemore, Birmingham. (See advertisement, this week, p. 5.)

April 7.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:

REVERSIONS:

To one-fifth of £493 Bank Stock; gentleman aged 82. Also one-sixth of a Trust Fund of £3,285 Metropolitan Stock, on decease of same gentleman; provided the reversioner aged 27 survives him. Solicitor, G. Cutcliffe, Esq., London.

To a Freehold House near Leamington, value about £2,250; lady aged 64. Solicitor, J. B. Churchill, Esq., London.

To one-sixth of a Trust Estate of the value of £6,600 in Colonial Stock and on Mortgage; lady aged 57. Solicitor, W. B. Styer, Esq., London.

To two-fourths of £905 Consols; lady aged 65. Solicitors, Messrs. Douglas Norman & Co., London.

To one-eleventh of a Trust Fund, value £44,000 Colonial Government and Railway Stock; lady aged 60. Solicitors, Messrs. Hastie, London.

To one-fifth of a Residuary Estate of £2,430 Great Western 5 per Cent. Stock; also £2,670 Madras Railway 5 per Cent.; lady aged 63. Solicitors, Messrs. Colyer & Colyer, London.

REVERSIONARY LIFE INTEREST:

Of a gentleman aged 37, in one-seventh of a Trust Estate producing £813, lady aged 70, with Policies. Solicitors, Messrs. Douglas Norman & Co., London.

POLICIES:

For £1,250, £1,250, £400, £400, £300, £200.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARDIFF MILLING CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur H. Gibson, 39, Waterloo st, Birmingham. Vachell & Co, Cardiff, solors to liquidator

GENERAL GOLD EXTRACTING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to William Hector Thomson, 3, Clement's lane. Renshaw & Co, solors to liquidator

ILLUSTRATED CHRISTIAN NEWS CO, LIMITED—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts and claims, to Mr H Smith, 12, St Bride st Jerome & Co, Walbrook, solors to liquidator

JOHN WHITELEY & SONS, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts and claims, to Messrs Thomson & Rawnsley, Brunswick Mills, Halifax England, Halifax, solor for liquidators

FRIENDLY SOCIETY DISSOLVED.

ST. PETER'S MUTUAL FRIENDLY SOCIETY, Boy's Schoolroom, Sackville st, Everton, Liverpool. March 16

London Gazette.—TUESDAY, March 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COMPAGNIE DES MINES D'OR (BROWN'S CREEK), LIMITED (INCORPORATED AUG 2, 1894)—Creditors are required on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Frank Firman Fuller, 19, St Swithin's ln. Snell & Co, George st, Mansion House, solors for liquidator

COWELL CRAFT & CO, LIMITED—Petn for winding up, presented March 22, directed to be heard on April 6. Mann & Taylor, 109, New Oxford st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5

DEVON UNITED SLATE QUARRIES, LIMITED—Petn for winding up, presented March 17, directed to be heard on Wednesday, April 6. Riddell & Co, 9, John st, Bedford row, agents for Wooler & Wooler, Darlington, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5

HYDE CYCLE AND MACHINISTS' CO, LIMITED—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to William Chadwick, 10, Market pl, Hyde Hibbert & Westbrook, Hyde, solors to liquidators

KENDALL'S PATENT REVERSIBLE WINDOW SASH CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Roland Allen Felton, 1, Waterloo st, Birmingham Blewitt & Co, Birmingham, solors for liquidator

MOROCCO BOUND SYNDICATE, LIMITED—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to Stanley Woodhouse & Hedderwick, 45, Ludgate hill, solors to liquidator

MUTUAL CYCLE MANUFACTURING AND SUPPLY CO, LIMITED—Petn for winding up, presented March 28, directed to be heard on April 6. Pollock & Co, 6, Lincoln's inn fields, agents for J. E. Hodding, Leicester, solors for company and liquidators. Notice of appearing must reach Messrs Pollock & Co not later than 6 o'clock in the afternoon of April 5

SOUTH HAMS COACHING CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims to Charles Gilbert Hambly, Naval Bank chmbrs, Plymouth. Fripp & Co, Plymouth, solors for liquidator

VICTORIA BRICK WORKS CO, LIMITED—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Joseph Hammond, Duffryn chmbrs, Pontypridd

WENTWORTH EXTENSION, LIMITED (INCORPORATED MARCH 28, 1893)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Frank Firman Fuller, 19, St Swithin's lane. Snell & Co, 1 and 2, George st, Mansion house, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

HERTFORD CO-OPERATIVE SOCIETY, LIMITED, St Andrew's st, Hertford March 23

LOYAL MODEL LODGE, Loyal Order of Ancient Shepherds, Ashton Unity, Schoolroom, Varteg, Monmouth March 23

WIDOW AND ORPHANS' FUND, WARWICKSHIRE CENTRAL DISTRICT A O F, 91, Queen-st, Leamington March 9

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 25.

JONES, CHARLES, Epsom, Butcher April 16 Jones v Jones, Romer, J Genge, Norfolk house, Victoria Embankment

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 18.

ABBOTT, MARY ANN, Southend April 20 H & G Keith, Chancery lane

AITKEN, WILLIAM BROWNE, Sale, Chester June 1 Rylance & Sons, Manchester

APCAR, JOSEPH ALEXANDER, St James st, Piccadilly May 20 Sanderson & Co, Queen Victoria st

APCAR, THOMAS ALEXANDER, Buckingham Palace mansions May 20 Sanderson & Co, Queen Victoria st

ATKINS, CHARLES WHITE, Dinan, France April 18 St Barbe & Co, Delahay st, Westminster

ATWELL, MARY ANN, Hillingdon Heath May 2 Saxton & Morgan, Somerset st, Portman sq

BARBOUR, CHRISTIAN CRAWFURD, Altrincham April 13 Jones, Manchester

BARKER, JOSIAH, Denton, Northampton April 18 Becke & Green, Northampton

BROOKSBANK, JAMES, Swinton, York, Stove Grate Moulder April 30 Burdekin & Co, Sheffield

BURNABY, LOUISA, Brighton April 30 Bowker, Gray's inn sq

CLOWES, MARTHA, Eaton, Norwich April 19 Goodchild, Norwich

COCHRAN, MARY ALBINIA, Earl's Court April 30 White, Putney

COCKS, JOHN HENRY, Norton, Suffolk, Corn Merchant April 15 Bankes & Co, Bury St Edmunds

CONSTABLE, EDWARD, Custom House, Essex, Builder April 29 Copp, Essex st, Strand

DARNILL, SUSANNA ELIZABETH, Balham April 29 Grundy & Co, Queen Victoria st

DAVIS, ELIZA, Acton April 26 Brown, Lincoln's inn fields

ELEY, WILLIAM, Tattershall, Lincoln, Farmer May 1 Staniland, Boston

EVANS, ELEANOR HARRIET, Kensington Gardens ter, Hyde Park April 17 Jeboult, Carey st

FAULCONER, SUSANNAH, Plymouth April 30 Howlett & Clarke, Brighton

FIELD, ELIZA WILLING SPRING PETERS, Philadelphia, U S A May 1 Smith & Sons, Lincoln's inn fields

FIRTH, AGNES, Edgbaston April 26 Jeffery, Birmingham

FOUNTAIN, MARY, Aldershot April 25 Foster & Wells, Aldershot

GAITSKELL, AMELIA, Tunbridge Wells April 30 Howlett & Clarke, Brighton

GOULD, JOHN, Birmingham, Baker April 12 Edwin Jaques & Sons, Birmingham

GRADY, THOMAS, Sheffield, Saw Smith May 1 Wake & Sons, Sheffield

HALL, WILLIAM SHIPPERY, Marylebone May 1 Oatway, Bush ln

HARRISON, ELIZABETH, Preston April 16 Clarke & Co, Preston

HARRISON, HORATIO, Birmingham April 25 Pointon, Birmingham

HODGES, CHARLES, Birmingham, Licensed Victualler April 22 Tarleton & Butlin, Birmingham

JENNINGS, WILLIAM, Bradford May 2 Farrar, Halifax

JONES, JANE HARRIET, Liscard, Chester April 25 Hime & Lamb, Liverpool

JONES, PHEBE, Surbiton, Surrey April 16 Marsh & Hope,

KENNEDY, ADELAIDE HELEN, Cleveland sq, Hyde Park April 15 Romer, Bucklersbury

LANE, THEOPHILUS WILLIAM, South Kensington April 21 Busk & Co, Lincoln's inn fields

LEVI, BARNETT, Trafalgar rd, Old Kent rd, Dealer in Jewellery May 2 Hogan & Hughes, Martin's lane

LILLYWHITE, CHARLES, Steep, nr Petersfield, Southampton April 30 Haynes & Claremont, Bloomsbury sq

LOCKE, MARY, West Dulwich April 30 Harwood & Stephenson, Lombard st

PALMER, MARIA, Kettering April 23 Carter Mitchell, Bedford

PARTRIDGE, ELIZABETH MARY, Dolgelly April 30 Lee & Pembertons, Lincoln's inn fields

PHENE, PHINEAS LINCOLN, Ryde, Isle of Wight April 30 Haynes & Claremont, Bloomsbury sq

PLATT, ELIZABETH, Preston April 16 Clarke & Co, Preston

POLE, ALBERT, Bristol, Printer April 30 A G & N G Heaven, Bristol

POWELL, ANNE LOUISA, Westmark, nr Petersfield, Hants May 2 Ackland & Nockolds, Bishop's Stortford

REDSHAW, MARGARET ANN, Kingston upon Hull June 17 North, Birkbeck Bank chmbrs

REYNOLDS, WILLIAM, Cambridge, Farmer April 4 Ellison & Co, Cambridge

ROBERTS, MORRIS, Pwllheli, Carnarvon, Accountant April 22 Owen, Pwllheli

SAIT, EDWARD JOHN, Stockton on Tees May 4 Hunton & Watson, Stockton on Tees

SCOTT, SARAH, Normanton, York April 1 Simpson & Simpson, Leeds

SENGBUSCH, ANDREW, Camden st April 14 Bullen, Cheapside

SHARP, JAMES PINLEY, King's Heath, Worcester April 18 Robinson & Son, Birmingham

SLADE, ARTHUR, Clapham April 26 Wilmot, Brixton rd

SMITH, GEORGE, Brighton May 16 Champion & Sons, Brighton

SOULSBY, ELLEN MELONA, Waterloo, Blyth, Northumberland, Baker March 31 Wilson, Newcastle upon Tyne

STEPHEN, OSCAR LESLIE, Cadogan sq April 18 John Holmes & Son, Clement's ln

STERRY, ARTHUR DRYDEN, Manchester, Merchant April 13 Crowders & Vizard, Lincoln's inn fields

STRONGE, CHARLES WALTER, Whitehall court May 1 Oatway, Bush ln

STYLES, Miss ESTHER, St Leonard's on Sea April 20 Charles Rogers & Co, Victoria st, Westminster

TOMLINSON, JAMES, Inskip, Lancaster, Licensed Victualler April 24 Challinor & Balshaw, Manchester

London Gazette.—TUESDAY, March 22.

ASPIN, PRISCILLA, Leeds May 3 Arundel, Leeds

BARDSLEY, WILLIAM, Oldham, Licensed Victualler April 15 R & J Ashcroft & Maw, Oldham

BERRIDGE, ANN FRY, Leicester May 2 Berridge & Sons, Leicester

BERRIDGE, MARIA, Leicester May 2 Berridge & Sons, Leicester

BROWN, JOHN, Benington, Lincoln April 16 White & Son, Boston

CARTER, ELIZA, Hastings May 1 Davenport & Co, Hastings

CHANCE, ROBERT LUCAS, Edgbaston, Manufacturer May 1 Ryland & Co, Birmingham

CLARK, ANNE HAYWARD, Heddington, Wilts May 5 Meek & Co, Devizes

CORNFORD, EDWARD, Shipton Bellinger, nr Andover May 1 Finch & Turner, Cannon st

CULLEN, PAUL MARY, Liverpool April 30 Lightbound, Liverpool

ETTERY, JAMES, Yeovil April 15 Ffooks & Douglas, Sherborne, Dorset

FALK, HERMAN EUGENE, Caiscleugh, nr Winsford, Chester May 2 Skewes-Cox & Co, Lancaster pl, Strand

FENNELL, SUSAN ADA, South Tottenham April 30 Barfield & Barfield, Finsbury pavement

FISHER, JOB, Ashton under Lyne, Draper April 18 Garlside & Robinson, Ashton under Lyne

FRYER, GEORGE FREDERICK, Leeds, Butcher April 16 John Bowling & Sons, Leeds

GIDNEY, WILLIAM THOMAS, East Dereham, Norfolk, Ironfounder April 23 Corsen-Hardy & Jewson, Norwich

HEYLAND, MARIA, Warwick sq April 28 Williams, Brighton

HITCHCOCK, CHARLES, Concck, nr Devizes May 5 Meek & Co, Devizes

HICKISSON, JAMES, Bournemouth April 21 Leslie & Hardy, Bedford row

HORSELL, WILLIAM, Bath May 3 Chesterman, Bath

JOHNSON, JAMES HENRY, Southport April 30 Peace & Ellis, Wigan

LATHAM, PHILIP ARDERNE, Ealing Jan 14 Dawson & Co, New sq, Lincoln's inn

LAWRENCE, EDWARD, Throgmorton st, Stockbroker April 30 Legatt & Co, Raymond bldgs

LILLEY, ELLEN, Stourbridge April 38 Russell, Lichfield

LLOYD, ALFRED, East Ham, Essex May 18 Aston, Gresham House

MARSHALL, MARGARET, Bethnal Green April 30 Wragg, Gt St Helen's

MURRAY, EMILY CLAVERING, Brighton April 23 Upperton & Bacon, Brighton

NEALE, HENRY, Cheltenham, China Merchant May 31 Ley & Co, Cheltenham

NOKE, RALPH, Richmond, Licensed Victualler May 2 Skewes-Cox & Co, Lancaster pl, Strand

OAKLEY, ISABEL, Streatham April 20 Snow & Co, Gt St Thomas Apostle

PAIN, EMMA, Exmouth April 23 Woodcock & Co, Bloomsbury sq

REDGMENT, WALTER WRIGHT, Blofield, Norfolk, Butcher March 31 Emerson, Norwich

SABEL, ERNEST EUGEN, Cannon st, Paper Merchant May 7 Hollams & Co, Mincing ln

SCAMMELL, HENRY, Lyndhurst, Southampton, Engineer April 30 Coxwell & Pope, Southampton

SCHULTZ, WALTER RUDOLPH, Wilberforce rd, Finsbury Park May 14 Crussemann & Rouse, Gracechurch st

SLADE, MARY ANN, Bath May 31 Barnes & Bernard, Finsbury circus

STANNARD, JACOB, South Shields April 20 Mabane & Graham, South Shields

TAYLOR, THOMAS ALBERT, Huddersfield, Auctioneer May 1 Ramsden & Co, Huddersfield

WATTS, MATILDA LEWIS, Greenwich April 29 Marchant & Co, College st, Cannon st

WILCOX, JOSEPH, Birmingham May 1 Cottrell & Son, Birmingham

WOOD, ALEXANDER, Abbey Wood, Kent April 25 Edmonds & Rutherford, Gt Winchester st

WOOD, JAMES WILLIAM, Oldham April 16 Taylor, Oldham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Mar. 25.

RECEIVING ORDERS.

ADDINGLEY, SAMUEL, Knottingley, Yorks, Glass Bottle Manufacturer Wakefield Pet March 17 Ord March 17

ASQUITH, SAMUEL EDWARD, Allerton, Bradford, Machine Maker Bradford Pet March 22 Ord March 22

BARTON, CHARLES CROKER, Lowndes sq, Belgravia High Court Pet Feb 21 Ord March 22

BAKER, GODFREY HUGH MASSEY, Bolton, Officer Bolton Pet Feb 10 Ord March 23

BLACKMORE, GEORGE WILLIAM, Dawlish, Devon, Butcher Exeter Pet March 22 Ord March 22

CALDER, GEORGE JONES, East Dulwich, Public house Manager High Court Pet Feb 23 Ord March 22

CHICK, CHARLES, Taunton, Builder Taunton Pet March 12 Ord March 23

CONWAY, JOSEPH, Hulme, Manchester Traveller Manchester Pet March 21 Ord March 21

COTTLE, ALFRED WILSON, Liverpool, Confectioner Liverpool Pet March 23 Ord March 23

CROSBIE, CHARLES HOWARD, Mevagissey, Cornwall Truro Pet Sept 23 Ord March 19

CURTIS & Co, Fenchurch st High Court Pet Feb 22 Ord March 23

DAUDVILLE, LOUISE CHANTAL, Brook st, Hanover sq, Court Milliner High Court Pet March 24 Ord March 24

DAY, GEORGE WILLIAM, Bedminster, Bristol, Baker Bristol Pet March 22 Ord March 22

DENMAN, HENRY GEORGE, Thornbury, Glos, Baker Bristol Pet March 21 Ord March 22

DIFFORE, ADAM, Brighton Brighton Pet March 22 Ord March 22

EASTWOOD, JANE, Leeds, Greengrocer Leeds Pet March 19 Ord March 22

EISENBERG, ABRAHAM HARRIS, Cardiff, Tobacconist Cardiff Pet March 23 Ord March 23

ENGLAND, THOMAS, Cardiff, India Rubber Merchant Cardiff Pet March 22 Ord March 22

FIRTH, ARTHUR OWEN, Mirfield, York, Rag Merchant Dewsbury Pet March 21 Ord March 23

FOSTER, HERBERT JOSIAH, Southend on Sea, Wharfinger Chelmsford Pet March 1 Ord March 18

HARGREAVES, LAW ALFRED JAMES, Buxton, Derbys Manchester Pet March 9 Ord March 21

HOBDAY, HERBERT WILLIAM, Canterbury, Grocer Canterbury Pet March 21 Ord March 21

HOUGH, HENRY, Church Broughton, Derbys, Baker Burton on Trent Pet March 21 Ord March 21

JACKSON, EDWARD, Huyton, nr Liverpool, Paint Manufacturer Liverpool Pet March 8 Ord March 21

JOHN ROBERTS & Co, Regent st, Billiard Table Manufacturers High Court Pet March 8 Ord March 22

LAWRENCE, JOSEPH, Aston, nr Birmingham, India Rubber Dealer Birmingham Pet Feb 14 Ord March 21

LEWIS, THOMAS, Pontyeymmer, Glam Cardiff Pet March 21 Ord March 21

LLOYD, THOMAS, Bangor, Coal Merchant Bangor Pet March 21 Ord March 21

LOGIOS, CONSTANTINE, Manchester, Commission Agent Manchester Pet March 19 Ord March 23

LOWE, ERNEST ARCHER, Birkenhead, Grocer Birkenhead Pet March 21 Ord March 21

MADDOX, JOHN GEORGE, Hereford, Grocer Hereford Pet March 22 Ord March 22

OATES, WILLIAM HENRY, Brotherton, Yorks, Licensed Victualler Wakefield Pet March 17 Ord March 17

PEACHELL, FRANK, New Brompton, Kent, Furniture Dealer Rochester Pet March 22 Ord March 22

PHILLIPS, JOHN THOMAS, Whittlesey, Cambs, Brewer Peterborough Pet March 21 Ord March 21

PITTS, WILLIAM, Bradford, Cabinet Maker Bradford Pet March 21 Ord March 21

POWELL, WILLIAM, Cardiff, Hotel Keeper's Manager Cardiff Pet March 19 Ord March 19

ROBERTS, WILLIAM, Painswick rd, nr Gloucester, Market Gardener Gloucester Pet March 23 Ord March 23

ROSENBERG, ELIAS, Aldersgate st High Court Pet March 21 Ord March 21

RYDER, JAMES, Markington, Ridley, Yorks, Builder Northallerton Pet March 21 Ord March 21

SIMPSON, L, St Swithin's lane High Court Pet March 2 Ord March 21

TASKER, FREDERICK TALBOT, Dartford, Kent, Solicitor High Court Pet March 14 Ord March 24

THOMAS, WILLIAM, Bridgend, Glam, Boot Dealer Cardiff Pet March 18 Ord March 18

UGLOW, MARGARET EMMA, South Hornsey Edmonton Pet March 19 Ord March 19

WADE, ISAIAH, Stamford, Lincs, Potter Peterborough Pet March 21 Ord March 21

WILDE, GEORGE HENRY, Stockport, Licensed Victualler Stockport Pet March 22 Ord March 22

WILSON, JAMES, Harp ln, Gt Tower st High Court Pet March 11 Ord March 24

WISBEY, EDWARD, Grays, Essex, Engine Driver Rochester Pet March 10 Ord March 21

WOODS, WILLIAM, Whiston, Lancs, Publican Liverpool Pet March 21 Ord March 22

Amended notice substituted for that published in the London Gazette of March 18:

OLDMAN, JOHN WILLIAM, Chislehurst Hill, Kent, Builder Croydon Pet March 15 Ord March 15

Amended notices substituted for those published in the London Gazette of March 22:

AINSWORTH, ROBERT, Moss Side, Manchester Salford Pet March 18 Ord March 18

WATSON, THOMAS HENRY, Sheffield Salford Pet March 19 Ord March 19

FIRST MEETINGS.

ADAMS, THOMAS, Short Heath, nr Wolverhampton, Coal Dealer April 4 at 11.30 Off Rec, Wolverhampton

ALDERSON, WILLIAM HENRY, Withington, Lancs April 1 at 10.30 Off Rec, County chmbrs, Market pl, Stockport

ARMITAGE, ALFRED ROBERTS, Wortley, Leeds April 4 at 11 Off Rec, 22, Park row, Leeds

ASTON, WILLIAM JOSEPH, Worcester, Builder April 4 at 11.30 Off Rec, 45, Copenhagen st, Worcester

BENNETT, HENRY, Weston under Penyard, Farmer April 4 at 2.30 2, Offa st, Hereford

BINGLEY, HENRY, Bradford, Lady's Hairdresser April 4 at 11 Off Rec, 31, Manor row, Bradford

BISHOP, WALTER, Batley, York, Fishmonger April 1 at 3.30 Off Rec, Bank chmbrs, Batley

CARTER, LORANCE WILLIAM, Old Broad st April 1 at 2.30 Bankruptcy bldgs, Carey st

DANIEL, WILLIAM, Neath, Glam April 1 at 12 Off Rec 31, Alexandra rd, Swansea

DAVIES, THOMAS GRIFFITH COOK WYNTON, Kew April at 11.30 24, Railway app, London Bridge

DODWELL, CHRISTOPHER, Gt Yarmouth, Baker April 2 at 12 Off Rec, 8, King st, Norwich

EDEN, HARVEY, Abinger, Surrey, Butcher April 4 a 12.30 24, Railway app, London Bridge

ELLIOT, GEORGE STOKOE, Southwell, Notts, Physician April 2 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

ELWOOD, THOMAS, Liverpool, Tailor April 4 at 12 Off Rec, 35, Victoria st, Liverpool

FOSTER, HERBERT JOSIAH, Barking, Wharfinger April 5 at 2.30 Guildhall Tavern, 61 & 63, Gresham st, and 22, King st

GARRARD, FRED G, Morley, York, Clothier April 1 at 11.30 Off Rec, Bank chmbrs, Batley

GOUGH, THOMAS, Wolverhampton, Painter April 4 at 11 Off Rec, Wolverhampton

GRAY, WILLIAM HARRISON, Tewkesbury, Surveyor April 2 at 3 Hop Pole Hotel, Tewkesbury

HARMAN, ROBERT, Great Yarmouth, Bricklayer April 2 at 12.30 Off Rec, 8, King st, Norwich

HARTLEY, ROBERT, Rochdale, Pork Butcher April 1 at 11.15 Townhall, Rochdale

HAYWARD, GEORGE, Portsea, Baker April 1 at 3 Off Rec, Cambridge junct, High st, Portsmouth

HENLEY, STEPHEN, Devonshire rd, Forest Hill April 1 at 12.30 24, Railway app, London Bridge
HOBSON, JOSEPH, Wakefield, Grocer April 1 at 11 Off Rec, 6, Bond ter, Wakefield
HOVELL, ARTHUR, Lakenham, Norwich, Wicker Chair Maker April 2 at 1 Off Rec, 8, King st, Norwich
KENT, ARTHUR, Bedford, Wheelwright April 1 at 11.30 Off Rec, 1a, St Paul's sq, Bedford
LEWIS, WILLIAM, Aberkenfig, Glam, Grocer April 4 at 11 Off Rec, 29, Queen st, Cardiff
MADDOX, JOHN GEORGE, Hereford, Grocer April 4 at 10.30 2, Offa st, Hereford
NICHOLS, JAMES, Skewen, Glam, Boot Dealer April 1 at 2.15 Off Rec, 31, Alexandra rd Swansea
OATES, WILLIAM HENRY, Brotherton, Yorks, Licensed Victualler April 1 at 12.30 Off Rec, 6, Bond terrace, Wakefield
OLDMAN, JOHN WILLIAM, Chislehurst Hill, Kent, Builder April 1 at 11.30 24, Railway app, London Bridge
PARKER, WILLIAM, Blackpool April 1 at 4 Off Rec, 14, Chapel st, Preston
PHILLIPS, FANNY, High Holborn, Spinster April 1 at 12 Bankruptcy bldgs, Carey st
PHILLIPS, JOHN, Cadoxton, Glam, Ironmonger April 5 at 11.30 Off Rec, 29, Queen st, Cardiff
PHILLIPS, JOHN THOMAS, Whittlesey, Cambs, Brewer April 1 at 11.45 Law Courts, New rd, Peterborough
RICHMOND, WILLIAM HENRY, Nottingham, Fining Manufacturer April 2 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
SAWDAY, HENRY, South Kensington, Hotel Proprietor April 4 at 2.30 Bankruptcy bldgs, Carey st
SUGGITT, WILLIAM, Thornaby on Tees, Labourer April 13 at 3 Off Rec, 8, Albert rd, Middlesborough
SYDDALL, SAMUEL, Little Lever, Lancs, Collier April 1 at 11.30 16, Wood st, Bolton
TALLIS, ISAAC, Claverdon, Warwicks, Builder April 6 at 11 Off Rec, 17, Hertford st, Coventry
TASKER, FREDERICK TALBOT, Dartford, Solicitor April 4 at 11 Bankruptcy bldgs, Carey st
TOMLIN, MONTAGUE, Buckingham, Licensed Victualler April 1 at 3 1, St Aldate's, Oxford
TOWLER, WILLIAM ABEL, Sebert rd, Forest Gate April 1 at 11 Bankruptcy bldgs, Carey st
TOWNSEND, OWEN RICHARD, Dalston, Chair Manufacturer April 4 at 12 Bankruptcy bldgs, Carey st
VICKERMAN, JOHN, Allerton, nr Bradford, Yarn Merchant April 1 at 11 Off Rec, 31, Manor row, Bradford
WADE, ISAIAH, Stamford, Lincoln, Potter April 1 at 11 30 Law Courts, New rd, Peterborough
WALKER, THOMAS HENRY, Blackheath, Butcher April 1 at 11.30 24, Railway app, London Bridge
WALSH, ANDREW, Lytham, Lancs, Commission Agent April 1 at 3.30 Off Rec, 14, Chapel st, Preston
WEBB, FREDERICK, Doncaster, Painter April 1 at 2.30 Off Rec, Figtree lane, Sheffield
WHITE, ELIZA, Newport, I of W, Baker April 2 at 11.30 Off Rec, 19, Quay st, Newport, I of W
WIBREY, EDWARD, Grays, Essex, Engine Driver April 25 at 11.30 115, High st, Rochester
WOAN, MICHAEL, Worcester, Coal Merchant April 2 at 11.30 Off Rec, 45, Copenhagen st, Worcester
WOODCOCK, CHARLES HENRY, Sheffield, Grocer April 1 at 2 Off Rec, Figtree lane, Sheffield
WRIGHT, WILLIAM, Hulme, Manchester April 1 at 2.30 Off Byrom street, Manchester

ADJUDICATIONS.

ADDINGLEY, SAMUEL, Knottingley Glass Bottle Manufacturer Wakefield Pet March 17 Ord March 17
ASQUITH, SAMUEL EDWARD, Allerton, Bradford, Machine Maker Bradford Pet March 22 Ord March 22
BLACKMORE, GEORGE WILLIAM, Dawlish, Devon, Butcher Exeter Pet March 22 Ord March 22
BOALER, BERNARD, Walworth, Shopkeeper High Court Pet Jan 21 Ord March 22
CONWAY, JOSEPH, Hulme, Manchester, Traveller Manchester Pet March 21 Ord March 21
CREIGHTON, ROBERT J, Langport, Somerset, Major Yeovil Pet Jan 1 Ord March 22
DAY, GEORGE WILLIAM, Bedminster, Bristol, Baker Bristol Pet March 22 Ord March 23
DENMAN, HENRY GEORGE, Thornbury, Glos, Baker Bristol Pet March 22 Ord March 22
EASTWOOD, JANE, Leeds, Greengrocer Leeds Pet March 23 Ord March 22
EDGAR, ROBERT, Hammersmith High Court Pet Feb 1 Ord March 22
EDEN, HARVEY, Abinger, Surrey, Butcher Croydon Pet March 3 Ord March 21
FOSTER, HERBERT JOSIAH, Southend on Sea, Wharfinger Chelmsford Pet March 1 Ord March 21
GRAY, WILLIAM HARRISON, Tewkesbury, Surveyor Cheltenham Pet March 4 Ord March 23
HARGREAVES, LAW ALFRED JAMES, Buxton Manchester Pet March 9 Ord March 23
HOBDAY, HERBERT WILLIAM, Canterbury, Grocer Canterbury Pet March 21 Ord March 21
HOUGH, HENRY, Church Broughton, Derbys, Baker Burton on Trent Pet March 21 Ord March 21
LEWIS, THOMAS, Pontycymmer, Glam Cardiff Pet March 21 Ord March 21
LLOYD, THOMAS, Bangor, Coal Merchant Bangor Pet March 19 Ord March 21
LOWE, ERNEST ARCHER, Birkenhead, Grocer Birkenhead Pet March 21 Ord March 21
MADDOX, JOHN GEORGE, Hereford, Grocer Hereford Pet March 22 Ord March 22
OATES, WILLIAM HENRY, Brotherton, Yorks, Licensed Victualler Wakefield Pet March 17 Ord March 17
OLDMAN, JOHN WILLIAM, Chislehurst Hill, Kent, Builder Croydon Pet March 14 Ord March 17
PEACHELL, FRANK, New Brompton, Kent, Furniture Dealer Rochester Pet March 21 Ord March 22
PHILLIPS, JOHN THOMAS, Whittlesey, Cambs, Brewer Peterborough Pet March 21 Ord March 21
PITTS, WILLIAM, Bradford, Cabinet Maker Bradford Pet March 21 Ord March 21
POWELL, WILLIAM, Cardiff Cardiff Pet March 19 Ord March 19
ROBERTS, WILLIAM, Painswick rd, nr Gloucester, Market Gardener Gloucester Pet March 23 Ord March 23
ROSENBERG, ELIAS, Aldersgate st High Court Pet March 21 Ord March 21
RYDER, JAMES, Markington, nr Ripley, Builder Northallerton Pet March 21 Ord March 21
SAYLE, GEORGE WILLIAM, Wadhurst, Sussex, Grocer Tunbridge Wells Pet March 2 Ord March 22
THOMAS, WILLIAM, Bridgend, Glam, Boot Dealer Cardiff Pet March 18 Ord March 18
TOWNSEND, OWEN RICHARD, Dalston, Chair Manufacturer High Court Pet Feb 24 Ord March 21
TRUMAN, WILLIAM HENRY, Lincoln, Cabinet Maker Lincoln Pet March 11 Ord March 21
UGLOW, MARGARET EMMA, South Hornsey Edmonton Pet March 18 Ord March 19
WADE, ISAIAH, Stamford, Lincs, Potter Peterborough Pet March 21 Ord March 21
WILDE, GEORGE HENRY, Stockport, Licensed Victualler Stockport Pet March 22 Ord March 22
WOODS, WILLIAM, Whiston, Lancs, Publican Liverpool Pet March 22 Ord March 22

Amended notices substituted for those published in the London Gazette of March 22:

AINSWORTH, ROBERT, Moss Side, nr Manchester Salford Pet March 18 Ord March 18
WATSON, THOMAS HENRY, Sheffield, Contractor Salford Pet March 18 Ord March 19

London Gazette.—TUESDAY, Mar. 29.

RECEIVING ORDERS.

ABRAHAMS, RAINA, Plymouth, Picture Dealer Plymouth Pet March 25 Ord March 25
BAKER, CYRUS, Wolstanton, Staffs, Butcher Hanley Pet March 21 Ord March 21
BELLERBY, WILLIAM, Kippax, York, Grocer Wakefield Pet March 25 Ord March 25
BLAKE, T F, Redfield, Bristol, Grocer Bristol Pet March 4 Ord March 24
BROWN, ANNETTE JANE, Cardiff Cardiff Pet March 9 Ord March 24
BROWN, JOHN CROXTON, Stanwick, Northampton Northampton Pet March 26 Ord March 26
BULPITT, FREDERICK CHARLES, Southampton, Fishmonger Southampton Pet March 24 Ord March 24
CARRINGTON, THEODORE, Clifton, Bristol, Professor of Music Bristol Pet March 25 Ord March 25
CHAPMAN, DANIEL, and THOMAS CLYDE SHEFFIELD, Birmingham, Draper Birmingham Pet March 19 Ord March 23
COHEN, PHILIP, Stoke Newington Edmonton Pet Feb 24 Ord March 24
DENNIS, WILLIAM ALBERT, Sunderland, Fruiterer Sunderland Pet March 14 Ord March 24
FARMAN, HAROLD AUGUSTUS, Charing Cross, Solicitor High Court Pet March 11 Ord March 25
FLETCHER, JAMES, and JOHN ARTHUR HIRST, Burnley, Lancs, Electrical Engineers Burnley Pet March 24 Ord March 24
FORRESTER, JOHN, Craven Arms, Salop, Butcher Leominster Pet March 26 Ord March 26
FOX, THOMAS, Penzance, Cornwall, Nurseryman Truro Pet March 26 Ord March 26
FRASER, ALEXANDER, Frimley, nr Farnborough, Grocer Guildford Pet March 26 Ord March 26
GARDNER, JOSEPH, Newcastle on Tyne, Fancy Stationer Newcastle on Tyne Pet March 12 Ord March 26
GERSON, WALTER, Old Broad st High Court Pet Feb 21 Ord March 25
GRANT, JOHN WALKER, Stantonbury, Bucks, Draper Northampton Pet March 25 Ord March 25
GREAVES, JOHN, Chorley, Labourer Preston Pet March 25 Ord March 25
HAMMOND, PERCY, Middlesborough, Butcher Stockton on Tees Pet March 23 Ord March 23
IRONS, GEORGE ENOS, Newington, Corn Dealer High Court Pet March 22 Ord March 26
JAMES, ANN, Llanelly Carmarthen Pet March 25 Ord March 25
JOHNSON, FREDERICK THOMAS, Deptford, Firewood Merchant Greenwich Pet March 25 Ord March 25
JONES, ROBERT, and WILLIAM JAMES JONES, Llanelly, Builders Carmarthen Pet March 25 Ord March 25
JONES, WILLIAM, Bethesda, Shoemaker Bangor Pet March 25 Ord March 25
JONES, WILLIAM, Gt Yarmouth, Waiter Gt Yarmouth Pet March 25 Ord March 25
LAMBERT, JOSEPH, and JAMES ABRAHAM DUNKLEY, Wellingborough, Boot Manufacturers Northampton Pet March 22 Ord March 22
LUNN, WALTER, Bellingham, Northumberland, Innkeeper Newcastle on Tyne Pet March 25 Ord March 25
NEY, W W, Bellingham, Northumberland Newcastle on Tyne Pet March 9 Ord March 26
PALMER, JAMES, Swansea, Coachbuilder Swansea Pet March 24 Ord March 24
PRICE, JOHN, Westbourne grove, Fishmonger High Court Pet March 26 Ord March 26
PURCHARD, WILLIAM GARDNER, Tiverton, Devon, Forage Dealer Exeter Pet March 25 Ord March 25
RULE, JOHN THOMAS, Camborne, Cornwall, Tin Streamer Truro Pet Feb 28 Ord March 26
SKUSE, THOMAS GEORGE, and JOHN MCCULLUM, Swansea, Grocers Swansea Pet March 11 Ord March 25
SMITH, OSWALD IGNATIUS, Selby, Yorks, Potato Merchant York Pet March 26 Ord March 26
STEWART, FREDERICK GEORGE, Newport, Mon, Hairdresser Newport, Mon Pet March 24 Ord March 24
SUTTON, HERBERT, Eckington, Derby, Miner Chesterfield Pet March 26 Ord March 26
THORMAN & Co, Market st, Finsbury, Leather Dealers High Court Pet Feb 19 Ord March 24
WILLIAMSON, HENRY ALBERT, Bedford, Builder Bedford Pet March 14 Ord March 24
WOODHOUSE, WILLIAM TAYLOR, Rochdale, Undertaker Rochdale Pet March 24 Ord March 24

Amended notice substituted for that published in the London Gazette of March 25:

LOGIOS, CONSTANTINE, West Didsbury, Lancs, Commission Agent Manchester Pet March 19 Ord March 23

FIRST MEETINGS.

ASHWORTH, THOMAS, Dulesgate, nr Todmorden, Farmer April 5 at 3.30 Exchange Hotel, Nicholas st, Burnley
ASQUITH, SAMUEL EDWARD, Allerton, Bradford, Machine Maker April 6 at 11 Off Rec, 31, Manor row, Bradford
BAKER, CYRUS, Wolstanton, Staffs, Butcher April 7 at 2 Off Rec, King st, Newcastle under Lyme
BARTON, CHARLES CROKER April 5 at 11 Bankruptcy bldgs, Carey st
BEVERLEY, WILLIAM HENRY, Brentwood, Essex, Lieutenant April 7 at 12 Off Rec, 95, Temple chmbrs, Temple av
BLACKMORE, GEORGE WILLIAM, Dawlish, Devon, Butcher April 5 at 10.30 Off Rec, 13, Bedford circ, Exeter
BLAKE, T F, St George, Bristol, Grocer April 6 at 1 Off Rec, Baldwin st, Bristol
BULPITT, FREDERICK CHARLES, Southampton, Fishmonger April 7 at 3.30 Off Rec, 172, High st, Southampton
CALDER, GEORGE JONES, East Dulwich, Publichouse Manager April 7 at 1 Bankruptcy bldgs, Carey st
CARRINGTON, THEODORE, Clifton, Bristol, Professor of Music April 6 at 3 Off Rec, Baldwin st, Bristol
CHICK, CHARLES, Taunton, Builder April 6 at 11 Off Rec, 5b, Hammet street, Taunton
CONWAY, JOSEPH, Hulme, Manchester, Traveller April 6 at 2.30 Off Rec, Byrom st, Manchester
CURTIS & Co, Fenchurch st April 5 at 12 Bankruptcy bldgs, Carey st
DAUDVILLE, LOUISE CHANTAL, Hanover st, Court Milliner April 5 at 2.30 Bankruptcy bldgs, Carey st
DAVIES, GEORGE, Neath, Glam, Clothier April 7 at 12 Off Rec, 31, Alexandra rd, Swansea
DAY, GEORGE WILLIAM, Bedminster, Bristol, Baker April 6 at 12.30 Off Rec, Baldwin st, Bristol
DENMAN, HENRY GEORGE, Thornbury, Glos, Baker April 6 at 12 Off Rec, Baldwin st, Bristol
DIPROSE, ADAM, Brighton April 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton
FARMAN, HAROLD AUGUSTUS, Charing Cross, Solicitor April 5 at 1 Bankruptcy bldgs, Carey st
GERSON, WALTER, Old Broad st April 5 at 11 Bankruptcy bldgs, Carey st
HEPWORTH, JOHN, Startforth, Yorks, Surveyor April 13 at 3 Off Rec, 8, Albert rd, Middlesborough
HOWARD, RICHARD, jun, Birkdale, Lancs, Cabdriver April 7 at 10.30 Off Rec, 35, Victoria st, Liverpool
HUGHES, HAROLD M, Threadneedle st, Bank Clerk April 5 at 12 Bankruptcy bldgs, Carey st
HUGHES, MARK, Blackwood, Mon, Builder April 5 at 12 65, High st, Merthyr Tydfil
HUNT, JOHN WILLIAM, Consett, Durham April 7 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
IRONS, GEORGE ENOS, Stoke Newington, Corn Dealer April 6 at 12 Bankruptcy bldgs, Carey st
JACKSON, EGERTON, Headingley, Leeds April 6 at 11 Off Rec, 22, Park row, Leeds
JOHN ROBERTS & Co, Regent st, Billiard Table Manufacturers April 6 at 2.30 Bankruptcy bldgs, Carey st
JONES, ERNEST LEOLINE, Newport, Mon, Draper April 5 at 12 Off Rec, Westgate chmbrs, Newport, Mon
JOY, EDWIN, Paddock Wood, Kent, Journeyman Baker April 5 at 11.30 24, Railway app, London Bridge
KERSEY, FRANK CHARLES, Lowestoft, Baker April 5 at 3 Off Rec, 8, King st, Norwich
LAMBERT, JOSEPH, and JAMES ABRAHAM DUNKLEY, Wellingborough, Boot Manufacturers April 5 at 11.30 Off Rec, County Court bldgs, Sheep st, Northampton
LOGIOS, CONSTANTINE, West Didsbury, Lancs, Commission Agent April 6 at 3 Off Rec, Byrom st, Manchester
LYDEARD, MAURICE ALBERT, Llandrindod Wells, Radnor, Stationer April 5 at 2.30 Off Rec, 42, St John's hill, Shrewsbury
OAKLEY, JOHN, Deptford, Wheelwright April 6 at 11.30 24, Railway app, London Bridge
OATES, JOHN HENRY, Sheffield, Confectioner April 5 at 2 Off Rec, Figtree lane, Sheffield
ORME-WEBB, ROBERT ORME, Dartmouth April 5 at 10.15 Law Society's chmbrs, Plymouth
PEACHELL, FRANK, New Brompton, Kent, Furniture Dealer April 25 at 11 115, High st, Rochester
PITTS, WILLIAM, Bradford, Cabinet Maker April 5 at 12 Off Rec, 31, Manor row, Bradford
POCOCK, ALBERT, Pontypool, Furniture Dealer April 5 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
PURCHARD, WILLIAM GARDNER, Tiverton, Devon, Forage Dealer April 5 at 10.30 Off Rec, 13, Bedford circus, Exeter
ROGERS, HENRY, Talysarn, Carnarvons, Labourer April 7 at 12 Magistrates' Room, Bangor
ROSENBERG, ELIAS, Aldersgate st April 6 at 11 Bankruptcy bldgs, Carey st
SIMPSON, L, St Swithin's ln April 7 at 11 Bankruptcy bldgs, Carey st
SNOAD, GEORGE, Chiswick, Oil and Colour Man April 7 at 3 8, Temple chmbrs, Temple av
STOTT-MILNE, JOHN, and ROBERT STOTT-MILNE, Bradbury, nr Stockport, Colliery Proprietors April 5 at 12 Off Rec, Byrom st, Manchester
UGLOW, MARGARET EMMA, South Hornsey April 5 at 3 Off Rec, 95, Temple chmbrs, Temple av
WALKER, DAVID, Padiham, Lancs, Joiner April 5 at 3 Exchange Hotel, Nicholas st, Burnley
WILSON, JOHN, South Bank, York, Accountant April 13 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ABRAHAMS, RAINA, Plymouth, Picture Dealer Plymouth Pet March 25 Ord March 25
ATCHERLEY, JOHN, Wellington, Salop Stafford Pet Feb 4 Ord Feb 24
BAKER, CYRUS, Wolstanton, Staffs, Butcher Hanley Pet March 21 Ord March 21
BELLERBY, WILLIAM, Kippax, Yorks, Grocer Wakefield Pet March 25 Ord March 25
BROWN, EMILY SOPHIA, Mayfield, Sussex Tunbridge Wells Pet Jan 29 Ord March 26

BULPITT, FREDERICK CHARLES, Southampton, Fishmonger Southamptom Pet March 21 Ord March 24
CHAPMAN, DANIEL, and THOMAS COLYER SHEFFIELD, Birmingham, Drapers Birmingham Pet March 19 Ord March 23
DAUDVILLE, LOUISE CHANTAL, Brook st, Hanover sq, Court Milliner High Court Pet March 24 Ord March 24
DIPROSE, ADAM, Brighton Brighton Pet March 22 Ord March 25
FOX, THOMAS, Penzance, Cornwall, Nurseryman Truro Pet March 25 Ord March 26
GARRARD, FRED G, Morley, York, Clothier Dewsbury Pet March 5 Ord March 23
GREAVES, JOHN, Chorley, Labourer Preston Pet March 25 Ord March 25
HAMMOND, PERCY, Middlesborough, Butcher Stockton on Tees Pet March 23 Ord March 23
HELPS, WALTER, Bedminster, Bootmaker Bristol Pet March 11 Ord March 24
JAMES, ANN, Llanelly Carmarthen Pet March 25 Ord March 25
JONES, ERNEST LEOLINE, Newport, Draper Newport, Mon Pet Feb 23 Ord March 26
JONES, ROBERT, and WILLIAM JAMES JONES, Llanelly, Builders Carmarthen Pet March 25 Ord March 25
JONES, WILLIAM, Bethesda, Shoemaker Bangor Pet March 25 Ord March 25
JONES, WILLIAM, Gt Yarmouth, Waiter Gt Yarmouth Pet March 25 Ord March 25
KERSEY, FRANK CHARLES, Lowestoft, Baker Gt Yarmouth Pet Feb 23 Ord March 25
LAMBERT, JOSEPH, and JAMES ABRAHAM DUNKLEY, Wellingborough, Boot Manufacturers Northampton Pet March 22 Ord March 22
LAWRENCE, JOSEPH, Aston, nr Birmingham, Indiarubber dealer Birmingham Pet Feb 14 Ord March 26
MCKEAN, GORDON DALZELL, Leadenhall st High Court Pet Feb 22 Ord March 24
OATES, JOHN HENRY, Sheffield, Confectioner Sheffield Pet Feb 26 Ord March 25
OLD, JOHN ARTHUR, Cheltenham, Licensed Victualler Cheltenham Ord March 24
PALMER, JAMES, Swansea, Coachbuilder Swansea Pet March 24 Ord March 24
PALMER, STEPHEN WALTER, Brookland, Kent, Corn Factor Hastings Pet March 17 Ord March 23
PUNCHARD, WILLIAM GARDNER, Tiverton, Devon, Forage Dealer Exeter Pet March 25 Ord March 25
SMITH, OSWALD IGNATIUS, Selby, Yorks, Potato Merchant York Pet March 26 Ord March 26
SNOAD, GEORGE, Chiswick, Oil and Colour Man Brentford Pet March 18 Ord March 24
STEWART, FREDERICK GEORGE, Newport, Mon, Hairdresser Newport, Mon Pet March 23 Ord March 24
SUTTON, HERBERT, Eckington, Derby, Miner Chesterfield Pet March 26 Ord March 26
TAYLOR, GEORGE WILLIAM, St George, Bristol, Baker Bristol Pet March 12 Ord March 24
TOMLIN, MONTAGUE, Market Hill, Buckingham, Licensed Victualler Banbury Pet March 14 Ord March 24
WALKER, THOMAS HENRY, Blackheath, Butcher Greenwich Pet Feb 15 Ord March 25
WALLACE, THOMAS, Copthall bldgs, Merchant High Court Pet Dec 13 Ord March 24
WILLIAMSON, HENRY ALBERT, Bedford, Builder Bedford Pet March 14 Ord March 24
WISBEY, EDWARD, Grays, Essex, Engine Driver Rochester Pet March 2 Ord March 23
WOODHOUSE, WILLIAM TAYLOR, Rochdale, Undertaker Rochdale Pet March 24 Ord March 24

COMMON DISEASES.

I.—ANÆMIA.

Anæmia is either a deficiency of red blood corpuscles, or a shrinkage of them due to defective assimilation, or an impaired condition due to disease.

Anæmia is generally to be found in the growing period. Young persons of both sexes suffer more from this disease than when maturity has been reached, although it is sometimes found in persons advanced in years who have neglected the laws of hygiene, or, from the nature of their occupations, are confined to badly-ventilated sleeping and working rooms.

Thus it will be found more prevalent in cities than in the country. Anæmia will be found in young people who have to work in factories, who have to breathe vitiated air, and who neglect, or do not from ignorance supply, the necessary aliment of food and drink to maintain and restore the daily waste of energy necessary to support the labour either of brain or hands.

The natural consequence of neglecting the fundamental laws of health is a visible pallor—a diminution of roundness and firmness in the muscles, and a lassitude and a sinking weariness which unfits the individual to do his or her daily work either of brain or hand.

The replenishing of the system from the wasting of tissues which is going on every day can only be accomplished by the proper assimilation of food.

It *cannot* be done with medicine. It can, however, be accomplished with a perfect flesh-forming, palatable, and agreeable Food Beverage. Dr. Tibbles' Vi-Cocoa is such a Food Beverage, possessing, as it does, wonderful nourishing, strengthening, and stimulative powers, unsurpassed by any other Food Beverage. Dr. Tibbles' Vi-Cocoa is *not* a medicine. It does simply what it is claimed to do, and its strengthening powers are being recognised to an extent hitherto unknown in the history of any preparation.

Merit, and merit alone, is what we claim for Dr. Tibbles' Vi-Cocoa, and we are prepared to send to any reader who names the SOLICITORS' JOURNAL (a postcard will do), a dainty sample tin of Dr. Tibbles' Vi-Cocoa free and post paid. Dr. Tibbles' Vi-Cocoa, as a concentrated form of nourishment and vitality is invaluable; nay, more than this; for to all who wish to face the strife and battle of life with greater endurance and more sustained exertion, it is absolutely indispensable.

Dr. Tibbles' Vi-Cocoa can be obtained from all chemists, grocers, and stores, or from Dr. Tibbles' Vi-Cocoa, Limited, 60, 61, and 62, Bunhill-row, London, E.C.